

EXHIBIT E

1	1	3
2	UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK	2 FEDERAL STIPULATIONS
3	-----x	3
4	FRED LEE and ANN LEE,	4
5	Plaintiffs,	5 IT IS HEREBY STIPULATED AND AGREED by and
6	Civil Case No.: 1:20-cv-03101	6 between the attorneys for the respective parties
7	-against-	7 herein that the sealing, filing and certification
8	UNION MUTUAL FIRE INSURANCE COMPANY,	8 of the within deposition be waived; that the
9	Defendant.	9 original of the deposition may be signed and sworn
10	-----x	10 to by the witness before anyone authorized to
11	May 4, 2021	11 administer an oath, with the same effect as if
12	1:00 p.m.	12 signed before a Judge of the court; that an
13		13 unsigned copy of the deposition may be used with
14		14 the same force and effect as if signed by the
15	EXAMINATION BEFORE TRIAL of JAMES	15 witness, 30 days after the service of original & 1
16	LAMBERT, a witness on behalf of the defendant in	16 copy of the same upon counsel for the witness.
17	the above-entitled action, held via Zoom	17
18	videoconferencing equipment, pursuant to Notice,	18 IT IS FURTHER STIPULATED AND AGREED that all
19	taken before JoAnn O'Loughlin, a Notary Public of	19 objections except as to form, are reserved to the
20	the State of New York.	20 time of trial.
21		21
22		22
23	* * *	23 * * * *
24		24
25		25
2	2	4
1	1	1
2	APPEARANCES:	2 THE COURT REPORTER: My name is JoAnn
3		3 O'Loughlin, a New York State notary public and
4	GREENBLAT & AGULNICK, P.C.	4 court reporter.
5	Attorneys for Plaintiffs	5 This deposition is being held via Zoom
6	55 Northern Boulevard	6 videoconferencing equipment. The witness and
7	Great Neck, New York 11021	7 reporter are not in the same room. The
8	BY: SCOTT E. AGULNICK, ESQ.	8 witness will be sworn in remotely, pursuant to
9		9 agreement of all parties.
10	HURWITZ & FINE, P.C.	10 The parties stipulate that the
11	Attorneys for Defendant	11 testimony is being given as if the witness was
12	1300 Liberty Building	12 sworn in in person.
13	Buffalo, New York 14202	13 MR. AGULNICK: So stipulated.
14	BY: ERIC T. BORON, ESQ.	14 MR. BORON: So stipulated.
15		15 JAMES LAMBERT, the witness herein,
16	ALSO PRESENT: VICTORIA DeMARCO, ESQ.	16 having first been remotely sworn by the Notary
17		17 Public, was examined and testified as follows:
18	* * *	18 EXAMINATION BY MR. AGULNICK:
19		19 Q. What is your name?
20		20 A. James Lambert.
21		21 Q. What is your address?
22		22 A. P.O. Box 611, Ardsley, New York 10522.
23		23 Q. Good afternoon, Mr. Lambert. My name
24		24 is Scott Agulnick and I'm a partner of the law firm
25		25 of Greenblatt & Agulnick and we represent Fred and

<p>5</p> <p>1</p> <p>2 Ann Lee with regard to an action that's been</p> <p>3 brought against Union Mutual.</p> <p>4 We're going to ask you a series of</p> <p>5 questions here today and those questions pertain to</p> <p>6 a date of loss of March 2, 2020 with regard to a</p> <p>7 property location at 39-11 27th Street in Long</p> <p>8 Island City, New York.</p> <p>9 None of my questions are designed to</p> <p>10 trick you or deceive you. If you do not understand</p> <p>11 one of my questions, please just let me know and I</p> <p>12 will rephrase it.</p> <p>13 You are represented by counsel here</p> <p>14 today. If you would like a break, to consult with</p> <p>15 your attorney or for any other reason, to stretch</p> <p>16 your legs or to have a bite to eat, just let us</p> <p>17 know and we'll accommodate you.</p> <p>18 We ask that if there is a question</p> <p>19 pending, you provide a response to the pending</p> <p>20 question and then we can take a break.</p> <p>21 The court reporter cannot take down any</p> <p>22 type of gestures or head nods, so please, to the</p> <p>23 best of your ability, make sure she hears all of</p> <p>24 your responses. She is the most important person</p> <p>25 in the virtual room here, okay?</p>	<p>7</p> <p>1</p> <p>2 means to underwrite a book of business?</p> <p>3 A RoundHill Express has the authority to</p> <p>4 bind policies on behalf of Union Mutual and the</p> <p>5 extent of that authority is limited to buildings</p> <p>6 owned by landlords within a geographical area</p> <p>7 around New York City with apartments up to ten</p> <p>8 units. So small buildings occupied by residential</p> <p>9 tenants.</p> <p>10 Q Is this agency pursuant to a contract</p> <p>11 between Union Mutual and RoundHill?</p> <p>12 A Yes.</p> <p>13 Q In addition to underwriting roles, does</p> <p>14 RoundHill play a role in claims adjustment or</p> <p>15 claims investigation?</p> <p>16 A Yes.</p> <p>17 Q What role does RoundHill play on behalf</p> <p>18 of Union Mutual for claims adjustment and claims</p> <p>19 investigation?</p> <p>20 A We handle and adjust and pay claims</p> <p>21 arising on the policies that we issue on behalf of</p> <p>22 Union Mutual.</p> <p>23 Q How is RoundHill compensated to handle</p> <p>24 the adjustment and payment of claims on behalf of</p> <p>25 Union Mutual?</p>
<p>6</p> <p>1</p> <p>2 Do you understand my instructions, sir?</p> <p>3 A Yes.</p> <p>4 Q Mr. Lambert, I'm going to take a wild</p> <p>5 guess and assume that you've testified in</p> <p>6 depositions before.</p> <p>7 A Yes.</p> <p>8 Q Approximately how many depositions have</p> <p>9 you testified in?</p> <p>10 A Probably approaching two dozen.</p> <p>11 Q Was some portion of those two dozen</p> <p>12 cases with reference to Union Mutual claims?</p> <p>13 A Yes.</p> <p>14 Q Were they all for Union Mutual claims?</p> <p>15 A No.</p> <p>16 Q By whom are you employed?</p> <p>17 A RoundHill Express, LLC.</p> <p>18 Q What is the nature of RoundHill</p> <p>19 Express' business?</p> <p>20 A RoundHill Express is an appointed agent</p> <p>21 for Union Mutual Fire Casualty Company and</p> <p>22 underwrites a book of Metropolitan New York City</p> <p>23 landlord-tenant policies.</p> <p>24 Q When you say that they underwrite a</p> <p>25 book of landlord policies, can you explain what it</p>	<p>8</p> <p>1</p> <p>2 A RoundHill receives a commission on the</p> <p>3 policies that are bound and that commission</p> <p>4 includes the cost and expense associated with</p> <p>5 claims handling.</p> <p>6 Q Does the commission that RoundHill</p> <p>7 receives change depending on the amount of losses</p> <p>8 that those policies underwritten by Union Mutual</p> <p>9 sustain?</p> <p>10 A No.</p> <p>11 Q Does the commission change depending on</p> <p>12 the amount of money paid out by Union Mutual with</p> <p>13 regard to policies underwritten by RoundHill?</p> <p>14 A No.</p> <p>15 Q Did a time come where RoundHill</p> <p>16 undertook to underwrite a policy for Fred and Ann</p> <p>17 Lee at 39-11 27th Street in Long Island City, New</p> <p>18 York?</p> <p>19 A I don't know.</p> <p>20 Q Prior to testifying here today, did you</p> <p>21 review any documents in connection with the claim</p> <p>22 of Fred and Ann Lee?</p> <p>23 A No.</p> <p>24 Q Did you have any involvement in the</p> <p>25 underwriting of the policy issued to Fred and Ann</p>

<p>9</p> <p>1</p> <p>2 Lee for 39-11 27th Street?</p> <p>3 A I have no specific recollection of that</p> <p>4 policy, but I can tell you that in the course of</p> <p>5 our business, the underwriting is done through our</p> <p>6 website and I would not have been involved in the</p> <p>7 underwriting of any specific individual risk.</p> <p>8 Q Are you saying that underwriting is</p> <p>9 done through a website?</p> <p>10 A I said that.</p> <p>11 Q I'm sorry, the connection doesn't seem</p> <p>12 to be so great.</p> <p>13 The underwriting is performed through a</p> <p>14 website, sir, is that what you said?</p> <p>15 A Yes, I said that.</p> <p>16 Q Can you explain what you mean by that</p> <p>17 it's done through a website?</p> <p>18 A Yes.</p> <p>19 Brokers who do business with us have</p> <p>20 logging credentials that enable them to go to our</p> <p>21 website, which is roundhillexpress.com and they can</p> <p>22 answer a series of questions on that website and</p> <p>23 provide information on risks and obtain a quote</p> <p>24 through the website for the risk they'd like to</p> <p>25 obtain coverage on.</p>	<p>11</p> <p>1</p> <p>2 Q Do you have any personal knowledge of</p> <p>3 the claim of Fred and Ann Lee?</p> <p>4 A As I sit here today, I have no</p> <p>5 independent recollection of that claim.</p> <p>6 Q So the knowledge you would have</p> <p>7 regarding the claim of Fred and Ann Lee would be</p> <p>8 based solely upon whatever records are maintained</p> <p>9 by RoundHill; is that correct?</p> <p>10 MR. BORON: Objection as to form.</p> <p>11 A I'm not sure I know how to answer that</p> <p>12 question because I just said I have no independent</p> <p>13 recollection of the claim.</p> <p>14 Q So you have no independent recollection</p> <p>15 of the claim and you have not reviewed the file</p> <p>16 maintained by RoundHill in this claim; is that</p> <p>17 correct?</p> <p>18 A That is correct.</p> <p>19 Q Is there any particular person at</p> <p>20 RoundHill Express who would have personal knowledge</p> <p>21 of the underwriting of the policy issued to Fred</p> <p>22 and Ann Lee?</p> <p>23 MR. BORON: Objection as to form.</p> <p>24 Are you referring to the actual policy</p> <p>25 that's at issue in this lawsuit, Scott?</p>
<p>10</p> <p>1</p> <p>2 If the quote is acceptable --</p> <p>3 Q And then once that --</p> <p>4 A If the quote is acceptable to them,</p> <p>5 they can then proceed forward to bind coverage.</p> <p>6 Q Can you explain the process after an</p> <p>7 application is submitted, what happens at that</p> <p>8 point?</p> <p>9 A While the broker is on the website, he</p> <p>10 fills in the information which we request as part</p> <p>11 of our application. When he clicks on the button</p> <p>12 saying quote the risk, that information is reviewed</p> <p>13 by a computer program and a quote is then produced.</p> <p>14 Q In connection with the underwriting of</p> <p>15 the policy, does RoundHill cause an inspection to</p> <p>16 be performed at a potential insured location?</p> <p>17 A If a policy is bound and after it is</p> <p>18 bound, we generally will do an inspection of the</p> <p>19 premises.</p> <p>20 Q Are you aware as to whether an</p> <p>21 inspection was performed for the subject location</p> <p>22 at 39-11 27th Street?</p> <p>23 MR. BORON: Objection as to form.</p> <p>24 A I have no independent recollection of</p> <p>25 that.</p>	<p>12</p> <p>1</p> <p>2 MR. AGULNICK: Well, the underwriting</p> <p>3 of any policy issued to Fred and Ann Lee.</p> <p>4 MR. BORON: I'll object on relevance</p> <p>5 grounds.</p> <p>6 MR. AGULNICK: Well --</p> <p>7 MR. BORON: Are there --</p> <p>8 MR. AGULNICK: I'll withdraw it.</p> <p>9 MR. BORON: -- other policies issued by</p> <p>10 Union?</p> <p>11 MR. AGULNICK: No, I believe it's just</p> <p>12 one policy.</p> <p>13 MR. BORON: Okay.</p> <p>14 Can you just make the question specific</p> <p>15 to this case?</p> <p>16 MR. AGULNICK: Absolutely.</p> <p>17 Q Do you know anyone at RoundHill who</p> <p>18 would have personal knowledge as to the</p> <p>19 underwriting process performed at or about the time</p> <p>20 the original Union Mutual policy was issued to Fred</p> <p>21 and Ann Lee?</p> <p>22 A I believe I explained the process and</p> <p>23 so for the sake of clarity, that process would have</p> <p>24 taken place when the broker went onto our website.</p> <p>25 No employee of RoundHill would have</p>

<p>13</p> <p>1</p> <p>2 been involved in that process and so the entire</p> <p>3 process of obtaining a quote and possibly requesting</p> <p>4 the risk with different coverages could all have</p> <p>5 taken place without any employee of RoundHill being</p> <p>6 involved and the broker could have moved forward</p> <p>7 and bound coverage based upon a quote without the</p> <p>8 involvement of any employee at RoundHill.</p> <p>9 Q Would a human being be involved in the</p> <p>10 inspection of the insured location?</p> <p>11 A Yes.</p> <p>12 Q What individual at RoundHill Express</p> <p>13 would have knowledge as to the inspection performed</p> <p>14 at the insured location?</p> <p>15 A The inspection would have been</p> <p>16 performed by one of several individuals who operate</p> <p>17 as independent contractors for us and perform</p> <p>18 inspections and that is the person who would have</p> <p>19 knowledge of the inspection if they, you know,</p> <p>20 could still remember those details at this point in</p> <p>21 time.</p> <p>22 Q Does Union Mutual maintain records with</p> <p>23 regard to the identity of the person or entities</p> <p>24 that perform inspections?</p> <p>25 A Union Mutual does not, but RoundHill</p>	<p>15</p> <p>1</p> <p>2 knowledge as to the coverage determination with</p> <p>3 regard to the claim of Fred and Ann Lee, the date</p> <p>4 of loss March 2, 2020?</p> <p>5 A I did not hear the beginning of that</p> <p>6 sentence, could you repeat it?</p> <p>7 (The pending question was read.)</p> <p>8 A I do not have any independent</p> <p>9 recollection of that.</p> <p>10 Q Well, are you aware if the claim was</p> <p>11 denied, the policy was rescinded, if the claim was</p> <p>12 partially paid or something else or anything else?</p> <p>13 A By dint of my presence at this</p> <p>14 deposition I'm aware that something happened, but I</p> <p>15 don't have any recollection of the specifics or</p> <p>16 what it is.</p> <p>17 Q So as you sit here today, you don't</p> <p>18 know what the dispute is over?</p> <p>19 A That is correct.</p> <p>20 MR. AGULNICK: I'm going to share the</p> <p>21 screen and I'm going to show you a document.</p> <p>22 I think we can deem this marked Plaintiff's</p> <p>23 Exhibit 1.</p> <p>24 (Plaintiff's Exhibit 1, copy of five-page</p> <p>25 RoundHill Express Inspections report Bates</p>
<p>14</p> <p>1</p> <p>2 would be able to identify the person who did the</p> <p>3 inspection.</p> <p>4 Q Would the identity of that individual</p> <p>5 who performed the inspection be contained within</p> <p>6 the underwriting file or it would be located</p> <p>7 someplace else?</p> <p>8 A I am unsure exactly. I think it's in</p> <p>9 the underwriting file, but if it is not, I know it</p> <p>10 is also located elsewhere.</p> <p>11 Q Where would it be located elsewhere?</p> <p>12 A There would be somewhere a payment</p> <p>13 record indicating that for policy XYZ, such and</p> <p>14 such person was paid for the inspection.</p> <p>15 Q That payment record is not maintained</p> <p>16 in the underwriting file?</p> <p>17 MR. BORON: Objection to form.</p> <p>18 A No, it is not.</p> <p>19 Q What is RoundHill Express Inspections?</p> <p>20 A Pardon me?</p> <p>21 Q Is there an entity called RoundHill</p> <p>22 Express Inspections or is that a department or</p> <p>23 something else?</p> <p>24 A There's no entity by that name.</p> <p>25 Q As you sit here today, do you have any</p>	<p>16</p> <p>1</p> <p>2 stamped 000361 - 000365, was marked for</p> <p>3 identification. Exhibit retained by counsel.)</p> <p>4 MR. AGULNICK: Before I ask the</p> <p>5 question, Eric, I forwarded the exhibits to CJ</p> <p>6 earlier. These are the carrier's production,</p> <p>7 so I don't know if CJ forwarded them to you</p> <p>8 because I requested that they be made</p> <p>9 available to the witness.</p> <p>10 MR. BORON: When did you do that,</p> <p>11 Scott?</p> <p>12 MR. AGULNICK: Not too long ago.</p> <p>13 MR. BORON: Well, they wouldn't have</p> <p>14 been forwarded to me then.</p> <p>15 MR. AGULNICK: Okay. So we'll start</p> <p>16 with this. This document is not so big.</p> <p>17 Q Sir, I'm going to scroll through</p> <p>18 Plaintiff's Exhibit 1 and I'll represent that this</p> <p>19 was a report that was produced by Union Mutual in</p> <p>20 response to a request for reports pertaining to a</p> <p>21 2017 inspection. It's a five-page document. I'm</p> <p>22 going to scroll through.</p> <p>23 (Attorney scrolling.)</p> <p>24 Q Sir, have you had an opportunity to see</p> <p>25 this document?</p>

<p style="text-align: right;">17</p> <p>1</p> <p>2 A I have.</p> <p>3 Q Have you seen this document before?</p> <p>4 A I have no independent recollection of</p> <p>5 having seen it before.</p> <p>6 Q Without having a recollection of seeing</p> <p>7 it before, do you know what this document is?</p> <p>8 A That appears to be essentially the</p> <p>9 inspection report produced following the inspection</p> <p>10 of this risk at 39-11 27th Street.</p> <p>11 Q Can you kindly read, you see where my</p> <p>12 cursory is?</p> <p>13 A Yes.</p> <p>14 Q Can you read that line?</p> <p>15 A That says Report Reviewed and Assembled</p> <p>16 on 7/11/2017.</p> <p>17 Q Does that indicate that this report was</p> <p>18 reviewed by someone at RoundHill on that date or</p> <p>19 would it be someone at Union Mutual or someone</p> <p>20 else?</p> <p>21 A As you scroll down that report, you'll</p> <p>22 notice that to the left-hand side there are</p> <p>23 comments, so in the first photo there's a comment</p> <p>24 that is Front - Clean; do you see that?</p> <p>25 Q Yes.</p>	<p style="text-align: right;">19</p> <p>1</p> <p>2 inspection.</p> <p>3 So since this report indicates that</p> <p>4 everything was clean, that would mean that nobody</p> <p>5 physically reviewed these photos other than the</p> <p>6 person who took them.</p> <p>7 Q When an inspector is sent out to a</p> <p>8 property to perform an inspection which results in</p> <p>9 a reporting generated like this one, are they given</p> <p>10 a description of the property?</p> <p>11 A The assignment comes with certain</p> <p>12 information about the property. Clearly the</p> <p>13 address, probably the phone number of the</p> <p>14 inspection contact and there may be additional</p> <p>15 information about the property, but I'm unaware as</p> <p>16 I sit here what exactly that would have been.</p> <p>17 Q Where would the assignment document be</p> <p>18 located, within the underwriting file or someplace</p> <p>19 else?</p> <p>20 A There is no assignment document.</p> <p>21 When an appointment is booked for an</p> <p>22 inspection, the software that we use for booking</p> <p>23 the appointments will suggest dates and times and</p> <p>24 inspectors who will be in the area on those dates</p> <p>25 and times, which allows us to give the insured the</p>
<p style="text-align: right;">18</p> <p>1</p> <p>2 A Okay. And underneath it, it says Back</p> <p>3 - Clean.</p> <p>4 Q Yes.</p> <p>5 A And then Sidewalk - Clean?</p> <p>6 Q Yes.</p> <p>7 A And then Stairs - Clean, Electrical -</p> <p>8 Clean, Electric - Clean a second time, Heating -</p> <p>9 Clean. And is that the last photo?</p> <p>10 Q Yes.</p> <p>11 A Okay.</p> <p>12 When the inspectors take these</p> <p>13 photographs, they have a drop-down menu that allows</p> <p>14 them to essentially identify the photo as, for</p> <p>15 example, we're looking at the last one, it says</p> <p>16 heating and so they identify the photo as being of</p> <p>17 the heating system and they can identify as being</p> <p>18 clean or issues, I don't know the word they use,</p> <p>19 but if all of the photos are marked as clean, when</p> <p>20 these photos are uploaded at night by the inspector</p> <p>21 to our systems, system will review the comments and</p> <p>22 if they're all clean, the report is automatically</p> <p>23 put into the underwriting file without any person</p> <p>24 reviewing it and an email is then sent to the</p> <p>25 broker/insured indicating that they've passed</p>	<p style="text-align: right;">20</p> <p>1</p> <p>2 opportunity to make a selection about when they</p> <p>3 want the appointment and at that point in time when</p> <p>4 they make their selection, that indicates who the</p> <p>5 inspector will be. It's random, it just depends on</p> <p>6 the date they pick and the area it's in.</p> <p>7 The inspectors get a download every</p> <p>8 night of appointments that have been booked for</p> <p>9 them the next day and that download would have</p> <p>10 included, you know, the information I just talked</p> <p>11 to you about and so that's how they learn about the</p> <p>12 inspection.</p> <p>13 Q Would the inspector receive a copy of</p> <p>14 the application?</p> <p>15 A No.</p> <p>16 Q Does the inspector receive a</p> <p>17 description of the property?</p> <p>18 A I believe I've already testified to the</p> <p>19 extent that I can recall what they get. Beyond</p> <p>20 that, I cannot tell you, I don't have an</p> <p>21 independent recollection right now.</p> <p>22 Q Is there anything on Plaintiff's</p> <p>23 Exhibit 1 which would indicate who performed the</p> <p>24 inspection on behalf of RoundHill and Union Mutual?</p> <p>25 A I am looking at it as you scroll down</p>

<p style="text-align: right;">21</p> <p>1</p> <p>2 and I don't see anything so far that indicates who</p> <p>3 did the inspection.</p> <p>4 Q Are any instructions given to the</p> <p>5 inspector before performing an inspection?</p> <p>6 A When we first bring someone on board to</p> <p>7 train as an inspector, we go through a training</p> <p>8 process, but once that is done, there are no</p> <p>9 further instructions given about it. So there's no</p> <p>10 instructions given with respect to any particular</p> <p>11 inspection.</p> <p>12 Q Is there a training manual, a manual</p> <p>13 issued to the inspectors as part of this training</p> <p>14 process?</p> <p>15 A No.</p> <p>16 Q When an inspector goes out to a</p> <p>17 property to perform an inspection, what is the</p> <p>18 expectation as to what they will photograph?</p> <p>19 A The expectation is that we'll see the</p> <p>20 photographs that you see here and that is the</p> <p>21 heating system, the electrical, public access</p> <p>22 stairs if there are any and sidewalks. Those are</p> <p>23 the primary concerns of the inspection.</p> <p>24 Q I'll start from the top.</p> <p>25 Do you see the public access stairs?</p>	<p style="text-align: right;">23</p> <p>1</p> <p>2 inspection or can it be done without the</p> <p>3 homeowner's presence?</p> <p>4 A When the broker binds a risk, we ask</p> <p>5 for a name and telephone number for an inspection</p> <p>6 contact and that person will receive text messages</p> <p>7 or phone calls from us in order to schedule an</p> <p>8 appointment for the inspection. We don't know if</p> <p>9 that person is the homeowner or the building owner</p> <p>10 or the landlord or a managing agent for the</p> <p>11 building or the handyman and when the inspection</p> <p>12 takes place, we don't know who will be there, but</p> <p>13 we require someone to be there to provide us access</p> <p>14 to the building.</p> <p>15 Q Have you ever seen Fred Lee before?</p> <p>16 A Certainly not. Not to my knowledge.</p> <p>17 Q When an inspector performs an</p> <p>18 inspection, are they instructed or trained to</p> <p>19 upload all of the photographs they take or just</p> <p>20 some of the photographs they take?</p> <p>21 A The software that they use captures all</p> <p>22 the photos and they're all uploaded. If they take</p> <p>23 the photo, it is uploaded.</p> <p>24 Q Apart from the locations and the</p> <p>25 writing that's contained in Plaintiff's Exhibit 1,</p>
<p style="text-align: right;">22</p> <p>1</p> <p>2 A I see the front of the building, the</p> <p>3 back of the building, sidewalk including what</p> <p>4 appears to be three steps going into the building.</p> <p>5 An interior shot of a staircase. Electrical</p> <p>6 meters, gas meters and a furnace.</p> <p>7 Q Would this report indicate that there's</p> <p>8 a rear stairwell to the basement at the insured</p> <p>9 location?</p> <p>10 A No, it does not as far as I can tell</p> <p>11 from looking at it.</p> <p>12 Q If the insured location did have an</p> <p>13 exterior staircase to the basement, would that have</p> <p>14 been an oversight on behalf of the inspector?</p> <p>15 MR. BORON: Objection as form.</p> <p>16 A No, not really. If there had been</p> <p>17 issues with it, like, for example, if the steps</p> <p>18 were broken and the inspector perceived it as being</p> <p>19 hazardous, he would have taken a photo of that and</p> <p>20 marked it as an issue.</p> <p>21 Q So he would have only taken a photo if</p> <p>22 he or she perceived the stairwell as hazardous?</p> <p>23 A I believe so.</p> <p>24 Q When the inspection is performed, does</p> <p>25 it require that the homeowner be present during the</p>	<p style="text-align: right;">24</p> <p>1</p> <p>2 does the inspection report have any accompanying</p> <p>3 notes or narrative or other written correspondence</p> <p>4 with it?</p> <p>5 A No, this is the complete report.</p> <p>6 Q As of 2017, more specifically in July,</p> <p>7 what vendors were utilized for property inspections</p> <p>8 on behalf of Union Mutual?</p> <p>9 A We did not use -- pardon me.</p> <p>10 (Pause.)</p> <p>11 A We used several independent contractors</p> <p>12 to perform inspections, but they are individual</p> <p>13 people, we do not hire an outside company. The</p> <p>14 names of the people who were working in July of</p> <p>15 2017 I could find out, but I do not recall who they</p> <p>16 are as we speak.</p> <p>17 MR. AGULNICK: I'm going to</p> <p>18 respectfully ask that you do obtain those</p> <p>19 names and provide them to counsel at your</p> <p>20 first opportunity, please and we're going to</p> <p>21 call for the production of those names.</p> <p>22 MR. BORON: Scott, we will address any</p> <p>23 requests for further records or documents that</p> <p>24 you send us, but we're not going to simply</p> <p>25 agree that this transcript, itself, reflects</p>

<p>25</p> <p>1</p> <p>2 your requests because we want to know</p> <p>3 specifically what you're looking for and then</p> <p>4 we want to deal with it as we need to deal</p> <p>5 with it, especially considering the scheduling</p> <p>6 order that's in place in this case and the</p> <p>7 time frame that's in place in this case to get</p> <p>8 all discovery done, okay?</p> <p>9 MR. AGULNICK: Your position is noted.</p> <p>10 Thank you, sir.</p> <p>11 ** INFORMATION REQUESTED AND/OR DOCUMENTS TO BE</p> <p>12 SUPPLIED:</p> <p>13 Q With regard to 39-11 27th Street and</p> <p>14 I'm going to scroll down to page three of five, are</p> <p>15 you able to identify where that photograph was</p> <p>16 taken inside the insured location?</p> <p>17 A No.</p> <p>18 Q I'll scroll down to page four of five,</p> <p>19 which indicates Electrical - Clean and there are</p> <p>20 two photographs.</p> <p>21 Are you able to identify where in the</p> <p>22 insured location those photographs were taken?</p> <p>23 A No.</p> <p>24 Q I'm going to scroll down to page five</p> <p>25 of five. There's a photograph there next to a</p>	<p>27</p> <p>1</p> <p>2 Q Do you have any knowledge as to whether</p> <p>3 this underwriting file was subject to audit or</p> <p>4 request at any point prior to the date of the loss,</p> <p>5 March 2, 2020?</p> <p>6 MR. BORON: Objection to the question,</p> <p>7 the form of it.</p> <p>8 A Not to my knowledge.</p> <p>9 Q Now with regard to the investigation of</p> <p>10 the March 2, 2020 loss, did RoundHill undertake an</p> <p>11 investigation and adjustment of this claim?</p> <p>12 A I have no independent recollection of</p> <p>13 this claim or its adjustment, but in the normal</p> <p>14 course of business, if a claim is made to us, we</p> <p>15 will undertake to retain someone to investigate and</p> <p>16 adjust the claim and defend the insured if it's a</p> <p>17 liability claim.</p> <p>18 Q In that same ordinary process, would</p> <p>19 the person or persons who are investigating and</p> <p>20 adjusting the claim review the underwriting file of</p> <p>21 the insured location?</p> <p>22 A In the normal course of business, I do</p> <p>23 not believe that happens.</p> <p>24 MR. AGULNICK: Off the record.</p> <p>25 (Discussion off the record.)</p>
<p>26</p> <p>1</p> <p>2 notation Heating - Clean.</p> <p>3 Are you able to identify where in the</p> <p>4 insured location that photograph was taken?</p> <p>5 A No.</p> <p>6 Q Based upon your experience, are you</p> <p>7 able to make an educated guess as to where the hot</p> <p>8 water heater and the heating equipment would be</p> <p>9 located at the insured location?</p> <p>10 A No, I cannot.</p> <p>11 MR. BORON: Objection as to form.</p> <p>12 Q Based upon your review of this report,</p> <p>13 are you able to identify when these photographs</p> <p>14 were first in the possession of RoundHill Express</p> <p>15 on behalf of Union Mutual?</p> <p>16 A There's a notation on the report that</p> <p>17 it was reviewed and assembled on July 11, 2017 and</p> <p>18 I believe that the inspection took place on or</p> <p>19 about that date and that the report was generated</p> <p>20 on or about that date.</p> <p>21 Q Are the inspection reports provided to</p> <p>22 Union Mutual?</p> <p>23 A The inspection reports are in our</p> <p>24 underwriting file and are available to Union Mutual</p> <p>25 upon audit or request, but otherwise not.</p>	<p>28</p> <p>1</p> <p>2 Q Sir, I am going to show you what's</p> <p>3 going to be marked Plaintiff's Exhibit 2 and I will</p> <p>4 represent that this document, which is a 216-page</p> <p>5 document, was furnished to us and indicated to be</p> <p>6 the claims file for the claim of Fred Lee.</p> <p>7 (Plaintiff's Exhibit 2, copy of claim</p> <p>8 file Bates stamped 000001 - 00000216, was marked</p> <p>9 for identification. Exhibit retained by</p> <p>10 counsel.)</p> <p>11 Q I'm just going to scroll and I'm not</p> <p>12 going to ask you to review 216 pages as your</p> <p>13 counsel fears and again, you've never reviewed this</p> <p>14 claim file, correct?</p> <p>15 A I have no recollection of having done</p> <p>16 so.</p> <p>17 Q Do you have knowledge as to whether</p> <p>18 these documents and this claim file were prepared</p> <p>19 and maintained in the ordinary course of business</p> <p>20 by RoundHill Express?</p> <p>21 A In the ordinary course of business,</p> <p>22 RoundHill Express maintains claims files and if</p> <p>23 these documents were produced to you by counsel in</p> <p>24 this litigation, I would suspected that they got it</p> <p>25 from our claims system and so they were kept in the</p>

<p style="text-align: right;">29</p> <p>1</p> <p>2 ordinary course of business, but I have no specific</p> <p>3 knowledge about this specific claim file.</p> <p>4 Q Thank you.</p> <p>5 I'm going to refer you to page 18 of</p> <p>6 Plaintiff's Exhibit 2.</p> <p>7 What is relationship between Beltrani</p> <p>8 Consultants and RoundHill Express?</p> <p>9 MR. BORON: Just a minute, Scott.</p> <p>10 You called it page 18, but there are</p> <p>11 Bates numbers in the bottom right-hand corner</p> <p>12 of all the pages, so are you referring to the</p> <p>13 Bates number or something else?</p> <p>14 MR. AGULNICK: Eric, I may disagree</p> <p>15 with you on many fronts, but you're a hundred</p> <p>16 percent in that.</p> <p>17 Q So, sir, I'm just simply going to</p> <p>18 referring to Bates stamp 17.</p> <p>19 MR. BORON: Thank you.</p> <p>20 Q On Bates stamped 17, Exhibit 2, it</p> <p>21 appears to be a report from Beltrani Consultants.</p> <p>22 What relationship does Beltrani</p> <p>23 Connecticut have with RoundHill?</p> <p>24 A My understanding is that Beltrani</p> <p>25 Consultants is an independent adjustment firm that</p>	<p style="text-align: right;">31</p> <p>1</p> <p>2 am -- if somebody asked me right now to produce an</p> <p>3 underwriting file, I would have to go to our IT</p> <p>4 department and ask them how do we do that.</p> <p>5 Q I'm going to scroll down to Bates stamp</p> <p>6 18, down to Occupancy. The paragraph under the</p> <p>7 word Occupancy, would you kindly just read to that</p> <p>8 yourself?</p> <p>9 (Witness reviewing document.)</p> <p>10 A I have read that.</p> <p>11 Q This report indicates a separate</p> <p>12 entrance to the basement area and we discussed the</p> <p>13 2017 inspection report which did not show a</p> <p>14 separate entrance to the basement area and if my</p> <p>15 recollection is correct, that was because you</p> <p>16 presume that there was no hazard with regard to</p> <p>17 that separate entrance?</p> <p>18 MR. BORON: Objection as to form.</p> <p>19 A I don't believe that's what I said. I</p> <p>20 believe what I indicated was that there might have</p> <p>21 been a photo of a rear staircase to the building if</p> <p>22 the inspector had noted something hazardous about</p> <p>23 that so he can call out something on the</p> <p>24 inspection.</p> <p>25 Q Are the inspectors instructed to take</p>
<p style="text-align: right;">30</p> <p>1</p> <p>2 we utilize from time to time on property claims to</p> <p>3 go out and see the loss site and prepare reports</p> <p>4 for us so the internal adjuster can handle</p> <p>5 adjusting the file.</p> <p>6 Q In the ordinary course of business, is</p> <p>7 an outside adjuster such as Beltrani Consultants</p> <p>8 provided with the underwriting file?</p> <p>9 A To my knowledge, no.</p> <p>10 Q Do you know if Beltrani Consultants was</p> <p>11 provided with the underwriting file in this case?</p> <p>12 A I have no specific knowledge about this</p> <p>13 claim, so I can't speak to that specific question.</p> <p>14 Q Is there anything in a typical claim</p> <p>15 file such as claims notes which would indicate</p> <p>16 whether Beltrani was provided an underwriting file?</p> <p>17 A I do not believe it is possible that</p> <p>18 that took place because I am unaware of any process</p> <p>19 by which we can distribute an underwriting file to</p> <p>20 anybody. All of our files are paperless and held</p> <p>21 in electronic form and so it would not be easy for</p> <p>22 anyone to be provided with a copy of the</p> <p>23 underwriting file and so I don't believe it</p> <p>24 possible in this case.</p> <p>25 It would have to have involved me and I</p>	<p style="text-align: right;">32</p> <p>1</p> <p>2 photos of all entrances to an insured location as</p> <p>3 part of the inspection?</p> <p>4 A No.</p> <p>5 Q Do you know what, if any, action was</p> <p>6 taken by RoundHill Express or Union Mutual to</p> <p>7 review or inquire as to whether the basement</p> <p>8 location had been viewed prior to this loss?</p> <p>9 MR. BORON: Objection as form.</p> <p>10 A I don't understand the question.</p> <p>11 Q In response to this report by Harry</p> <p>12 Beltrani, do you know if RoundHill or Union Mutual</p> <p>13 ever inquired as to whether an inspection was</p> <p>14 performed in the basement at the insured location</p> <p>15 previously?</p> <p>16 A I do not know.</p> <p>17 Q Are there any policies or procedures</p> <p>18 which would indicate that a review of the</p> <p>19 underwriting file would be relevant to the</p> <p>20 adjustment of a claim?</p> <p>21 A No.</p> <p>22 Q As we sit here today, your knowledge</p> <p>23 with regard to this claim would be confined to</p> <p>24 anything contained within the claim file if you</p> <p>25 took the time to sit and review it; is that</p>

<p>33</p> <p>1</p> <p>2 correct?</p> <p>3 A I don't understand that question; can</p> <p>4 you repeat that?</p> <p>5 Q If we gave you all the time in the</p> <p>6 world to sit and review the claim file, your</p> <p>7 knowledge of this claim would be confined to</p> <p>8 whatever you read therein; is that correct?</p> <p>9 A I do not have any independent</p> <p>10 recollection of this claim and if you let me review</p> <p>11 the claim file, all I would know is what's in the</p> <p>12 claim file.</p> <p>13 Q Thank you. I'm certainly not going to</p> <p>14 make you do that.</p> <p>15 Does Union Mutual or RoundHill Express</p> <p>16 have guidelines or memorandum of documentation</p> <p>17 which relate to the definition of an apartment unit</p> <p>18 as the term is utilized in an application for</p> <p>19 insurance?</p> <p>20 A No.</p> <p>21 Q Do you have an understanding as to the</p> <p>22 definition of apartment unit as it is utilized in</p> <p>23 connection with application for insurance from</p> <p>24 Union Mutual?</p> <p>25 A I know that we ask about the number of</p>	<p>35</p> <p>1</p> <p>2 people reside to be apartments, but my personal</p> <p>3 definition is not material here, it's how the</p> <p>4 courts define apartments.</p> <p>5 MR. AGUINICK: Can you please read back</p> <p>6 the answer?</p> <p>7 (The preceding answer was read.)</p> <p>8 Q So is your personal belief that if no</p> <p>9 people reside there, it's not an apartment?</p> <p>10 A No. If it's capable of someone</p> <p>11 residing there, it's an apartment.</p> <p>12 Q What does it mean to be capable of</p> <p>13 someone residing there?</p> <p>14 A I don't know.</p> <p>15 Q Would that capability involve the</p> <p>16 legality of the apartment?</p> <p>17 A No.</p> <p>18 Q Is it relevant as to whether a person</p> <p>19 can legally be capable of living there?</p> <p>20 A No.</p> <p>21 Q So what definition of apartment is</p> <p>22 utilized by RoundHill Express?</p> <p>23 A We don't utilize a definition. We ask</p> <p>24 a question, how many apartments are in the</p> <p>25 building.</p>
<p>34</p> <p>1</p> <p>2 apartment units in a risk when we are quoting it</p> <p>3 because the number of units will have a significant</p> <p>4 impact on the pricing of the premium.</p> <p>5 Q Does that question pertain to legal</p> <p>6 units, illegal units, something else?</p> <p>7 MR. BORON: Objection as to form.</p> <p>8 A We do not draw a distinction between</p> <p>9 legal or illegal units. The premium we are</p> <p>10 required to charge by New York State is a function</p> <p>11 of the number of apartments.</p> <p>12 Q Well, what constitutes the definition</p> <p>13 of an apartment?</p> <p>14 MR. BORON: Objection as to form.</p> <p>15 A Do you want my definition; do you want</p> <p>16 the most recent court decision definition? I mean</p> <p>17 my definition doesn't really matter here.</p> <p>18 Q Okay. Well, what is the definition</p> <p>19 that is utilized by RoundHill Express in connection</p> <p>20 with applications?</p> <p>21 A We don't have a definition. We ask how</p> <p>22 many apartments are there.</p> <p>23 Q But what constitutes an apartment as</p> <p>24 far as RoundHill and Union Mutual are concerned?</p> <p>25 A I personally consider places in which</p>	<p>36</p> <p>1</p> <p>2 Q But is there an understanding of what</p> <p>3 the term "apartment unit" means when Union Mutual</p> <p>4 poses the question?</p> <p>5 A I'm not capable of telling you what</p> <p>6 that question generates within the minds of people</p> <p>7 who are filling out the application.</p> <p>8 Q But respectfully are you capable of</p> <p>9 advising us as to what RoundHill and Union Mutual</p> <p>10 interprets that question to mean?</p> <p>11 A We don't --</p> <p>12 MR. BORON: Objection.</p> <p>13 A We don't interpret the question, we</p> <p>14 simply ask the question.</p> <p>15 Q Do you believe that question can be</p> <p>16 interpreted differently by different people?</p> <p>17 A I certainly have seen case law in which</p> <p>18 judges have provided different interpretations.</p> <p>19 Q So do you believe that it could be</p> <p>20 interpreted more than one way?</p> <p>21 MR. BORON: Objection as to form.</p> <p>22 A Everything can be interpreted more than</p> <p>23 one way.</p> <p>24 Q Is the question that pertains to</p> <p>25 apartment units on the application one of those</p>

<p style="text-align: right;">37</p> <p>1</p> <p>2 things that can be interpreted in more than one</p> <p>3 way?</p> <p>4 A We ask about the number of apartment</p> <p>5 units in the building. I think it's a fairly clear</p> <p>6 question.</p> <p>7 Q But you indicated that different courts</p> <p>8 have interpreted apartment unit in different ways,</p> <p>9 isn't that your testimony?</p> <p>10 MR. BORON: Objection as to form.</p> <p>11 A That is a comment I made, yes.</p> <p>12 Q So as you sit here today, do you</p> <p>13 believe that that question can be interpreted in</p> <p>14 more than one way?</p> <p>15 A I think it's a --</p> <p>16 MR. BORON: Objection.</p> <p>17 A -- very clear question how many</p> <p>18 apartments were in the building.</p> <p>19 Q So again, I'll ask again if it's clear</p> <p>20 to you what constitutes an apartment as the term is</p> <p>21 used in the application.</p> <p>22 A I think the question is clear it's how</p> <p>23 many apartments are in the building.</p> <p>24 Q What does an apartment consist of; are</p> <p>25 there particular elements that make up an</p>	<p style="text-align: right;">39</p> <p>1</p> <p>2 A Do you mean do they have to be there</p> <p>3 every single day of the year or do you mean that</p> <p>4 the space is capable of having cooking take place</p> <p>5 in it?</p> <p>6 Q I'm saying that for something to be an</p> <p>7 apartment, you have to be able to cook something</p> <p>8 there.</p> <p>9 A I don't agree with you because if you</p> <p>10 had a 50-unit apartment building and you took all</p> <p>11 the stoves out, it would still be a 50-unit</p> <p>12 apartment building even though you took the stoves</p> <p>13 out. It doesn't change the building.</p> <p>14 Q If cooking facilities were removed in a</p> <p>15 50-unit apartment building, would those units be</p> <p>16 able to be lawfully inhabited?</p> <p>17 A I am unfamiliar with the New York City</p> <p>18 code with respect to that.</p> <p>19 Q Does the legal prohibition to</p> <p>20 habitation have any bearing on the determination by</p> <p>21 RoundHill Express or Union Mutual as to whether</p> <p>22 something is an apartment?</p> <p>23 MR. BORON: Objection as to form.</p> <p>24 A I don't understand the question.</p> <p>25 Q If a space is not considered an</p>
<p style="text-align: right;">38</p> <p>1</p> <p>2 apartment?</p> <p>3 A I'm sure there are many elements that</p> <p>4 make up an apartment.</p> <p>5 Q What is the understanding of Union</p> <p>6 Mutual as to those elements which together would</p> <p>7 make up an apartment?</p> <p>8 A We do not have a definition of</p> <p>9 apartment that we use, we simply ask the question,</p> <p>10 how many apartments are there in the building.</p> <p>11 Q So as far as Union Mutual and RoundHill</p> <p>12 is concerned, there's no set of elements necessary</p> <p>13 to constitute an apartment?</p> <p>14 MR. BORON: Objection as to form.</p> <p>15 A We do not have a standard description</p> <p>16 of the elements necessary to constitute an</p> <p>17 apartment.</p> <p>18 Q Does an apartment, as far as RoundHill</p> <p>19 and Union Mutual are concerned, require cooking</p> <p>20 facilities?</p> <p>21 A We merely ask how many apartments are</p> <p>22 in the building.</p> <p>23 Q Okay. My question is does an</p> <p>24 apartment, as far as RoundHill and Union Mutual is</p> <p>25 concerned, require cooking facilities?</p>	<p style="text-align: right;">40</p> <p>1</p> <p>2 apartment that could be lawfully inhabited under</p> <p>3 the law, does that have any relevance to Union</p> <p>4 Mutual's determination as to whether a space is an</p> <p>5 apartment?</p> <p>6 A No.</p> <p>7 Q Do you have an understanding as to the</p> <p>8 difference between a finished basement and an</p> <p>9 apartment?</p> <p>10 MR. BORON: Objection to form.</p> <p>11 A I do not.</p> <p>12 Q Does the application utilized by Union</p> <p>13 Mutual ask how many kitchens are at an insured</p> <p>14 location?</p> <p>15 A I don't believe it does.</p> <p>16 Q Does the application for insurance ask</p> <p>17 how many bathrooms are at an insured location?</p> <p>18 A I do not believe it does.</p> <p>19 Q Does the application for insurance ask</p> <p>20 how many families reside at an insured location?</p> <p>21 A I don't believe it does.</p> <p>22 Q Does the application for insurance ask</p> <p>23 how many gas meters are at an insured location?</p> <p>24 A No.</p> <p>25 Q Does an application for insurance ask</p>

<p style="text-align: right;">41</p> <p>1</p> <p>2 how many electric meters are at an insured</p> <p>3 location?</p> <p>4 A No.</p> <p>5 Q Does the application for insurance ask</p> <p>6 if there's a certificate of occupancy for the</p> <p>7 insured location?</p> <p>8 A No.</p> <p>9 Q As part of the underwriting process,</p> <p>10 does anyone inquire as to certificate of occupancy</p> <p>11 at an insured location?</p> <p>12 A No.</p> <p>13 Q Does the application for insurance ask</p> <p>14 how many sinks are at an insured location?</p> <p>15 A No.</p> <p>16 Q Do you have any understanding as to the</p> <p>17 window requirements for a bedroom in the City of</p> <p>18 New York?</p> <p>19 A I do not.</p> <p>20 MR. AGULNICK: Withdrawn.</p> <p>21 Q Do you have any understanding as to the</p> <p>22 legal requirements for a room to constitute a</p> <p>23 bedroom in the City of New York?</p> <p>24 A No.</p> <p>25 Q Do you have any understanding as to the</p>	<p style="text-align: right;">43</p> <p>1</p> <p>2 Q I'm going to show you the photograph on</p> <p>3 page 35.</p> <p>4 Looking at this photograph, does this</p> <p>5 appear to be the same hot water heater and heating</p> <p>6 equipment that you viewed in Plaintiff's Exhibit 1?</p> <p>7 A I have no idea. This photograph is so</p> <p>8 dark, I can't even see if there's heating equipment</p> <p>9 in there.</p> <p>10 Q I'll stop at page Bates stamp 33.</p> <p>11 Have you ever seen this photograph</p> <p>12 before?</p> <p>13 A Not to my knowledge.</p> <p>14 Q Did you ever discuss this photograph</p> <p>15 with anyone before?</p> <p>16 A I have no independent recollection of</p> <p>17 this photograph at all.</p> <p>18 Q Again, prior to testifying here today,</p> <p>19 you've never reviewed the claim file?</p> <p>20 MR. BORON: Objection to form.</p> <p>21 A I did not review this claim file in</p> <p>22 preparation for this examination.</p> <p>23 Q Did you review this claim file for any</p> <p>24 other purpose?</p> <p>25 A Not to my knowledge.</p>
<p style="text-align: right;">42</p> <p>1</p> <p>2 legal requirements for space to constitute a</p> <p>3 kitchen capable of use in the City of New York?</p> <p>4 A No.</p> <p>5 Q As far as Union Mutual and RoundHill</p> <p>6 Express is concerned, is there any difference</p> <p>7 between an apartment unit and an apartment?</p> <p>8 A No.</p> <p>9 Q I'm going to refer you to Bates stamp</p> <p>10 23. I'm going to scroll through the photographs,</p> <p>11 scrolling to 24.</p> <p>12 (Attorney scrolling.)</p> <p>13 Q The photo sheets end at Bates stamp 36.</p> <p>14 Now are you able to look at the</p> <p>15 photograph in 36 and tell me if based upon what you</p> <p>16 see in the photograph -- and I'll make it bigger --</p> <p>17 does this rear staircase indicate any risk --</p> <p>18 MR. BORON: Objection to form.</p> <p>19 Q -- or hazard?</p> <p>20 MR. AGULNICK: I'll rephrase.</p> <p>21 Q If you look at this photograph on Bates</p> <p>22 stamp 36, looking at this photograph, based upon</p> <p>23 your experience, can you tell if the staircase</p> <p>24 poses any hazard?</p> <p>25 A From this photograph I cannot.</p>	<p style="text-align: right;">44</p> <p>1</p> <p>2 Q I'm going to show you the photo, the</p> <p>3 top photo on 33.</p> <p>4 Can you tell me what this photograph</p> <p>5 depicts?</p> <p>6 A No, I cannot. I see some boxes.</p> <p>7 Q Do you see a window in this photograph?</p> <p>8 A This photograph shows two walls with</p> <p>9 material stacked in front of them. I don't know</p> <p>10 what's behind those materials, but there's no</p> <p>11 evident window.</p> <p>12 MR. AGULNICK: Just give me one moment.</p> <p>13 (Pause.)</p> <p>14 Q At this time I'm going to show you</p> <p>15 what's going to be marked as Plaintiff's Exhibit 3.</p> <p>16 This is a ten-page document that I'm going to</p> <p>17 scroll through.</p> <p>18 (Plaintiff's Exhibit 3, copy of</p> <p>19 DEFENDANT'S OBJECTIONS AND RESPONSES TO</p> <p>20 PLAINTIFFS' FIRST DEMAND FOR INTERROGATORIES</p> <p>21 dated March 16, 2021, was marked for</p> <p>22 identification. Exhibit retained by counsel.)</p> <p>23 Q Sir, do you recognize the document</p> <p>24 marked as Plaintiff's Exhibit 3?</p> <p>25 A I recognize that this is headed as</p>

<p style="text-align: right;">45</p> <p>1</p> <p>2 response to interrogatories, I recognize my</p> <p>3 signature on the document. I don't have any</p> <p>4 particular independent recollection of this</p> <p>5 document.</p> <p>6 Q Do you have any recollection of reading</p> <p>7 this document?</p> <p>8 A As I sit here today, no.</p> <p>9 Q Did you answer questions that were</p> <p>10 posed by plaintiff in the form of demand for</p> <p>11 interrogatories?</p> <p>12 MR. BORON: Objection as to form.</p> <p>13 A I don't understand the question.</p> <p>14 Q Did you ever review a document that was</p> <p>15 entitled PLAINTIFFS' DEMAND FOR INTERROGATORIES?</p> <p>16 A I have no recollection of that.</p> <p>17 Q Can you read the first question and the</p> <p>18 response, please?</p> <p>19 A State the name, address and title of</p> <p>20 the person who is answering these interrogatories.</p> <p>21 RESPONSE: James Lambert.</p> <p>22 Q And you don't have a recollection of</p> <p>23 answering these interrogatories; is that correct?</p> <p>24 MR. BORON: Objection to form.</p> <p>25 A As I sit here, no. I'm not denying</p>	<p style="text-align: right;">47</p> <p>1</p> <p>2 Is there an alternative business</p> <p>3 address that can be provided that solves the</p> <p>4 issue?</p> <p>5 MR. BORON: Well, no, it doesn't</p> <p>6 because you're not going to be serving</p> <p>7 Mr. Lambert, he's our client, we're defending</p> <p>8 Union Mutual in the lawsuit, so we're not</p> <p>9 going to be allowing our witnesses to be</p> <p>10 served by you when we represent them.</p> <p>11 MR. AGULNICK: All right, your position</p> <p>12 is noted. Our position is that we're entitled</p> <p>13 to a physical address, but there's certainly</p> <p>14 no need to argue further on the issue.</p> <p>15 Q Can you read the third question and the</p> <p>16 response?</p> <p>17 A Set forth the name, title, employer of</p> <p>18 the person who rendered any coverage determination</p> <p>19 with regard to the Subject Claim.</p> <p>20 RESPONSE: James Lambert.</p> <p>21 Q Did you render coverage determination</p> <p>22 with regard to the claim of the Lees?</p> <p>23 A I don't have an independent</p> <p>24 recollection of that, but based on the answer to</p> <p>25 that question, I would presume that I did.</p>
<p style="text-align: right;">46</p> <p>1</p> <p>2 that's my signature, though.</p> <p>3 Q No. We'll get to that.</p> <p>4 (Pause.)</p> <p>5 MR. AGULNICK: Eric, just as a matter</p> <p>6 of housekeeping, the witness gave a P.O. box</p> <p>7 as an address. Generally speaking, in the</p> <p>8 event we need to serve a subpoena, we</p> <p>9 typically need a physical address. That said,</p> <p>10 I don't have a compelling need to have a</p> <p>11 physical address if your office would accept a</p> <p>12 subpoena on his behalf in the event he leaves</p> <p>13 RoundHill Express.</p> <p>14 MR. BORON: Scott, you're raising a</p> <p>15 hypothetical that doesn't exist in this case,</p> <p>16 but we'd be happy to talk to you to avoid</p> <p>17 motion practice if it comes to the point where</p> <p>18 you are wanting to serve somebody and you</p> <p>19 don't have their personal address and they</p> <p>20 were once affiliated with Union Mutual or</p> <p>21 RoundHill. We can then discuss.</p> <p>22 MR. AGULNICK: Well, the issue is not</p> <p>23 hypothetical. Generally speaking, when we ask</p> <p>24 for a business address, a P.O. box is not a</p> <p>25 business address.</p>	<p style="text-align: right;">48</p> <p>1</p> <p>2 Q Is there any medical or physiological</p> <p>3 reason or basis which would impair your ability to</p> <p>4 recollect such things?</p> <p>5 MR. BORON: Objection as to form.</p> <p>6 What do you mean by "such things,"</p> <p>7 Scott?</p> <p>8 MR. AGULNICK: Okay.</p> <p>9 Q Mr. Lambert, can you read the date on</p> <p>10 this document?</p> <p>11 A March 16, 2021.</p> <p>12 Q Are you aware of any medical or</p> <p>13 physiological reasons why you would have difficulty</p> <p>14 recollecting answering questions as of March 16,</p> <p>15 2021?</p> <p>16 MR. BORON: Objection as to form.</p> <p>17 A I am 65 years old and I'm very busy and</p> <p>18 I find it quite reasonable that I might not</p> <p>19 remember something specific that I did more than a</p> <p>20 month ago. I'm not denying that I answered these.</p> <p>21 Q Well, reading these responses, does</p> <p>22 that refresh your recollection as to whether you</p> <p>23 ever reviewed the claim file in this case?</p> <p>24 A It does not.</p> <p>25 Q As you sit here today, you do not know</p>

49

1
2 what the coverage determination of the Lees' claim
3 was, correct?
4 A As I sit here today, I have no
5 independent recollection of the coverage
6 determination here.
7 Q Can you please read the question and
8 answer for number six?
9 A Question six: Set forth the factual
10 basis upon which Defendant relied to deny or
11 decline any portion of the Subject Claim.
12 RESPONSE: Plaintiffs misrepresented
13 facts.
14 Q Is that the position of RoundHill and
15 Union Mutual?
16 MR. BORON: Objection as to form.
17 A I read you the response and that
18 question. Plaintiffs misrepresented facts.
19 Q I'm asking you is that the position of
20 RoundHill and Union Mutual, that plaintiffs
21 misrepresented the facts?
22 MR. BORON: Objection as to form.
23 A I have repeatedly stated that I have no
24 independent recollection of this claim and so I
25 can't answer that question.

50

1
2 Q As of March 16, 2021, did you have an
3 independent recollection of this claim?
4 A I believe yes.
5 Q So you believe at some point you did
6 know about the claim?
7 A Oh, absolutely.
8 Q Reviewing this document, you believe at
9 some point you reviewed the claim file in this
10 claim?
11 A No, that is not necessarily so. I
12 could have had discussions with the claims adjuster
13 on the file.
14 Q Can you read the question and answer
15 for number seven, please?
16 A Set forth whether defendant adjusted
17 the loss, irrespective of the coverage
18 determination. If so, set forth each Coverage A,
19 B, C, and D:
20 A. The replacement cost adjusted by
21 Defendant;
22 B. The actual cash value adjusted by
23 the Defendant;
24 C. The recoverable depreciation
25 adjusted by the Defendant.

51

1
2 Q Now can you read the response?
3 A RESPONSE: Union Mutual objects to this
4 interrogatory on the basis of it being unduly vague
5 and ambiguous. It is unclear what the
6 interrogatory's reference to "Coverage A, B, C, and
7 D" concerns. Subject to and without waiving this
8 objection, Union Mutual provides the following
9 response.
10 Adjustment was made only under the
11 Commercial Property Coverage:
12 A. \$113,001.5
13 B. \$108,640.87.
14 C. \$4,360.18
15 Q Do you know what Coverage A is on an
16 insurance policy?
17 MR. BORON: Objection as to form.
18 A No, I don't adjust property claims.
19 Q Are you familiar with the coverages on
20 a Union Mutual policy?
21 MR. BORON: Objection as to form.
22 MR. AGULNICK: I'll rephrase it.
23 Q With regard to the Lees' policy, are
24 you familiar with what the coverages are?
25 A The property coverages?

52

1
2 Q Yes.
3 A No.
4 Q So do you know what Coverage A coverage
5 in the Lees' policy covers?
6 A No.
7 Q Do you know if Coverage A under a Union
8 Mutual policy covers the dwelling?
9 A I don't know.
10 Q Do you know if Coverage C under a Union
11 Mutual policy covers the contents?
12 A I don't know.
13 Q Do you know what Coverage B or Coverage
14 D covers?
15 A I do not know.
16 Q So on A where it says \$113,001.50, what
17 was that the adjustment for?
18 A If you will scroll up, I'm working on
19 the assumption that the response to A relates to A
20 above, the replacement cost adjusted by defendant.
21 Q But the replacement cost for what;
22 dwelling, contents, other structures, something
23 else?
24 A I don't know.
25 Q What about B?

<p style="text-align: right;">53</p> <p>1</p> <p>2 A I'm assuming that refers to B above,</p> <p>3 where you request the actual cash value adjusted by</p> <p>4 the defendant.</p> <p>5 Q But as you read this question and</p> <p>6 answer, you don't know what coverages it's</p> <p>7 referring to?</p> <p>8 A That's correct.</p> <p>9 MR. BORON: Objection as to form.</p> <p>10 Q So you don't know if it's contents, if</p> <p>11 it's dwelling or something else?</p> <p>12 A That's correct.</p> <p>13 Q Can you read the question and answer</p> <p>14 for number 15?</p> <p>15 A Question 15: Set forth whether</p> <p>16 Defendant claims there was a stove connected in the</p> <p>17 basement of the Subject Premises.</p> <p>18 RESPONSE: Yes.</p> <p>19 Q What is that response based upon?</p> <p>20 A I have no independent recollection of</p> <p>21 that.</p> <p>22 Q You have no independent recollection of</p> <p>23 what you based your response on?</p> <p>24 A That's correct.</p> <p>25 Q Have you ever seen a document that you</p>	<p style="text-align: right;">55</p> <p>1</p> <p>2 basement of the subject premises?</p> <p>3 A I have no independent recollection of</p> <p>4 that.</p> <p>5 Q Do you know if the stove that you're</p> <p>6 referencing was gas or electric or something else?</p> <p>7 A I have no independent recollection of</p> <p>8 that.</p> <p>9 Q Can you read just the question number</p> <p>10 17?</p> <p>11 A Question 17. Set forth the date of</p> <p>12 each inspection of the Subject Premises by</p> <p>13 Defendant, including before, during, or after the</p> <p>14 issuance of the Policy, setting forth:</p> <p>15 A. The name and company of the</p> <p>16 individual who performed the inspection.</p> <p>17 B. Identify and annex a copy of any</p> <p>18 and all inspection reports or other documented</p> <p>19 generated in connection with any inspection.</p> <p>20 Q In response you stated in part:</p> <p>21 Subject premises was inspected by an inspector</p> <p>22 retained by RoundHill Express LLC to perform a</p> <p>23 limited underwriting inspection on July 17, 2017;</p> <p>24 do you see that?</p> <p>25 A I do.</p>
<p style="text-align: right;">54</p> <p>1</p> <p>2 can recall which indicates that there was a stove</p> <p>3 connected in the basement of the subject premises?</p> <p>4 MR. BORON: Objection to form.</p> <p>5 A Is that question limited to this claim?</p> <p>6 Q Yes.</p> <p>7 A In the course of this examination, you</p> <p>8 scrolled through a series of photographs, one of</p> <p>9 which I thought referenced a basement kitchen and</p> <p>10 showed a stove or oven, so there's that.</p> <p>11 Q Well, did you review that photograph</p> <p>12 prior to giving your answer in these responses to</p> <p>13 interrogatories?</p> <p>14 A I have no independent recollection of</p> <p>15 what took place.</p> <p>16 Q Apart from that photograph, are you</p> <p>17 aware of any other information which would indicate</p> <p>18 that that photograph was actually connected in the</p> <p>19 basement of the subject premises?</p> <p>20 MR. BORON: Objection as to form.</p> <p>21 A I have no independent recollection of</p> <p>22 that.</p> <p>23 Q Did you ever speak with Mr. Beltrani as</p> <p>24 to whether he performed any investigation as to</p> <p>25 whether that stove was actually connected in the</p>	<p style="text-align: right;">56</p> <p>1</p> <p>2 Q Do you know if during that inspection,</p> <p>3 the inspector was in the basement at the insured</p> <p>4 location?</p> <p>5 A I do not know.</p> <p>6 Q Is the term "limited underwriting</p> <p>7 inspection" as used by you in your response a term</p> <p>8 of art or were you just indicating that the</p> <p>9 inspection was limited in some way?</p> <p>10 MR. BORON: Objection as to form.</p> <p>11 A The underwriting inspections that we do</p> <p>12 focus entirely upon the inspector taking</p> <p>13 photographs of certain aspects of the risk being</p> <p>14 insured and indicating on those photographs whether</p> <p>15 there are issues or whether they're clean.</p> <p>16 An inspection of that nature is</p> <p>17 significantly smaller in scope than an inspection</p> <p>18 that might be produced by an outside firm that does</p> <p>19 underwriting inspections for insurance companies.</p> <p>20 The limited refers to that distinction.</p> <p>21 Q At any time did you inquire as to</p> <p>22 whether the inspector was physically in the</p> <p>23 basement at the insured location on July 17, 2017?</p> <p>24 A I have no recollection of that.</p> <p>25 Q In reviewing the photographs of the</p>

<p>57</p> <p>1 inspection of 2017, did you formulate any opinion</p> <p>2 as to whether the inspector was in the basement of</p> <p>3 the insured location at that time?</p> <p>4 A I did not.</p> <p>5 Q As you sit here today, have you</p> <p>6 formulated an opinion as to whether the inspector</p> <p>7 was in the insured location basement --</p> <p>8 A I have not.</p> <p>9 Q -- as of July 17, 2017?</p> <p>10 If the heating system and the hot water</p> <p>11 system were located in the basement, would that</p> <p>12 lead you to believe that the inspector was in the</p> <p>13 basement as of the time of the inspection?</p> <p>14 MR. BORON: Objection as to form.</p> <p>15 A The inspection report that we reviewed</p> <p>16 earlier showed a heating system and water heater.</p> <p>17 If those were in the basement, then the inspector</p> <p>18 was in there to take pictures of them.</p> <p>19 Q If the gas meters were located in the</p> <p>20 basement of the insured location, would the</p> <p>21 existence of photographs of those gas meters as of</p> <p>22 July 17, 2017 indicate that Roundhill's inspector</p> <p>23 was physically in the basement?</p> <p>24 A Yes.</p> <p>25</p>	<p>59</p> <p>1</p> <p>2 Q Is that your signature above the name</p> <p>3 JAMES LAMBERT?</p> <p>4 A That is.</p> <p>5 Q As of the time you gave these answers</p> <p>6 to the interrogatories, did you know the contents</p> <p>7 thereof at that time?</p> <p>8 MR. BORON: Objection as to form.</p> <p>9 A We are referring to the contents of</p> <p>10 this document, correct?</p> <p>11 Q What was your understanding of what you</p> <p>12 signed?</p> <p>13 A That I signed something saying I had</p> <p>14 read and understood the contents of this document.</p> <p>15 Q Okay.</p> <p>16 At the time you signed this document,</p> <p>17 were you able to verify that the responses were</p> <p>18 true and complete, to the best of your knowledge at</p> <p>19 that time?</p> <p>20 MR. BORON: Objection as to form.</p> <p>21 A One, that language is not the language</p> <p>22 above my signature.</p> <p>23 Q No, I'm asking the question.</p> <p>24 A Oh.</p> <p>25 Since I have no independent</p>
<p>58</p> <p>1</p> <p>2 Q If the electric meters were located in</p> <p>3 the basement at the insured location, would the</p> <p>4 existence of photographs of those electric meters</p> <p>5 as of July 17, 2017 indicate that the inspector was</p> <p>6 in the basement?</p> <p>7 A Yes.</p> <p>8 Q Was Mr. Beltrani ever provided with</p> <p>9 those photographs, whether in a report or not, of</p> <p>10 the inspection of 2017?</p> <p>11 A I have no independent recollection on</p> <p>12 that question.</p> <p>13 Q Scroll down to page ten of ten, is the</p> <p>14 last page.</p> <p>15 Can you read the paragraph contained</p> <p>16 therein immediately above your signature?</p> <p>17 A JAMES LAMBERT, being duly sworn,</p> <p>18 deposes and says: That he is the President of</p> <p>19 Roundhill Express, LLC, third-party administrator</p> <p>20 for, and agent of, Defendant Union Mutual Fire</p> <p>21 Insurance Company; that he has read the foregoing</p> <p>22 Objections and Responses to Plaintiffs' First</p> <p>23 Demand for Interrogatories and knows the contents</p> <p>24 thereof; and verifies the responses contain the</p> <p>25 responsive available to the defendant.</p>	<p>60</p> <p>1</p> <p>2 recollection of what was in my mind at the time I</p> <p>3 signed that document, I'm unable to comment on that</p> <p>4 question.</p> <p>5 Q When you signed this document, was it</p> <p>6 your understanding that you were verifying the</p> <p>7 answers contained in the response?</p> <p>8 A The language in the paragraph is that I</p> <p>9 verified the responses contain the responsive</p> <p>10 information available to the defendant and when I</p> <p>11 signed it, I believed that to be true.</p> <p>12 MR. AGULNICK: Would now be a decent</p> <p>13 time to take like a ten-minute break, would</p> <p>14 that be okay?</p> <p>15 MR. BORON: Okay.</p> <p>16 (Short recess taken.)</p> <p>17 Q Sir, Mr. Beltrani, he's an independent</p> <p>18 contractor, correct?</p> <p>19 A Yes.</p> <p>20 Q Do you have any recollection of ever</p> <p>21 speaking with Mr. Beltrani about the claim of the</p> <p>22 Lees?</p> <p>23 A I have no recollection of that.</p> <p>24 Q Who was the in-house adjuster at</p> <p>25 Roundhill that handled this file?</p>

61	63
1	1
2	2 INDEX
3	3
4	4 EXAMINATION BY PAGE
5	5 MR. AGULNICK 4
6	6
7	7
8	8 INFORMATION REQUESTED 25
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25
62	
1	1
2	2 CERTIFICATE
3	3
4	4 STATE OF NEW YORK)
5	5 : SS.:
6	6 COUNTY OF SUFFOLK)
7	7
8	8 I, JOHN O'LOUGHLIN, a Notary Public for
9	9 and within the State of New York, do hereby
10	10 certify:
11	11 That the witness whose examination is
12	12 hereinbefore set forth was remotely sworn and that
13	13 such examination is a true record of the testimony
14	14 given by that witness.
15	15 I further certify that I am not related
16	16 to any of the parties to this action by blood or
17	17 by marriage and that I am in no way interested in
18	18 the outcome of this matter.
19	19 IN WITNESS WHEREOF, I have hereunto set
20	20 my hand this 4th day of June, 2021.
21	21
22	22
23	23 <i>John O'Loughlin</i>
24	24 JOHN O'LOUGHLIN
25	25

\$10864087 51:13	1:17	administer 3:11	am 14:8 20:25 28:2 30:18 31:2 39:17 48:17 64:15,17 (9)	40:2,5,9 42:7,7 (33)
\$1130015 51:12	absolutely 12:16 50:7	administrator 58:19		apartments 7:7 34:11,22 35:2,4,24 37:18,23 38:10,21 (10)
\$11300150 52:16	accept 46:11	advising 36:9	ambiguous 51:5	
\$436018 51:14	acceptable 10:2,4	affiliated 46:20	amount 8:7,12	appear 43:5
& 2:4,8 3:15 4:25 (4)	access 21:21,25 23:13	after 3:15 10:6,17 55:13 (4)	andor 25:11	appears 17:8 22:4 29:21
000001 28:8 62:10	accommodate 5:17	afternoon 4:23	ann 1:4 5:2 8:16,22,25 11:3,7,22 12:3,21 15:3 (11)	application 10:7,11 20:14 33:18,23 36:7,25 37:21 40:12,16,19,22,25 41:5,13 (15)
00000216 28:8 62:10	accompanying 24:2	again 28:13 37:19,19 43:18 (4)	annex 55:17	applications 34:20
000361 16:2 62:000361	action 1:17 5:2 32:5 64:16 (4)	against 1:7 5:3	answer 9:22 11:11 35:6,7 45:9 47:24 49:8,25 50:14 53:6,13 54:12 (12)	appointed 6:20
000365 16:2 62:000361	actual 11:24 50:22 53:3	agency 7:10	answered 48:20	appointment 19:21 20:3 23:8
216page 28:4	actually 54:18,25	ago 16:12 48:20	answering 45:20,23 48:14	appointments 19:23 20:8
27th 5:7 8:17 9:2 10:22 17:10 25:13 (6)	addition 7:13	agree 24:25 39:9	answers 59:5 60:7	approaching 6:10
4th 64:20	additional 19:14	agreed 3:5,18	anybody 30:20	approximately 6:8
50unit 39:10,11,15	address 4:21 19:13 24:22 45:19 46:7,9,11,19,24,25 47:3,13 (12)	agreement 4:9	anyone 3:10 12:17 30:22 41:10 43:15 (5)	ardsley 4:22
ability 5:23 48:3	adjust 7:20 27:16 51:18	agulnick 2:4,6 4:13,18,24,25 12:2,6,8,11,16 15:20 16:4,12,15 24:17 25:9 27:24 29:14 35:5 41:20 42:20 44:12 46:5,22 47:11 48:8 51:22 60:12 61:9 63:4 (31)	anything 15:12 20:22 21:2 30:14 32:24 (5)	are 3:19 4:7 5:9,13 6:16 8:3 9:8 10:20 11:8,24 12:7 15:10 16:6 17:22 18:19,20 19:9 21:4,8,22,22 23:18 24:12,16 25:14,19,21 26:3,6,13,21,23,24 27:19 29:10,12 30:20 31:25 32:17 34:2,9,22,24 35:24 36:7,8 37:23,24 38:3,10,19,21
able 14:2 25:15,21 26:3,7,13 39:7,16 42:14 59:17 (10)	adjusted 50:16,20,22,25 52:20 53:3 (6)	allowing 47:9	apart 23:24 54:16	
about 12:19 19:12,15 20:2,11,11 21:9 26:19,20 29:3 30:12 31:22 33:25 37:4 50:6 52:25 60:21 (17)	adjuster 30:4,7 50:12 60:24 (4)	allows 18:13 19:25	apartment 33:17,22 34:2,13,23 35:9,11,16,21 36:3,25 37:4,8,20,24 38:2, 4,7,9,13,17,18,24 39:7,10,12,15,22	
above 52:20 53:2 58:16 59:2,22 (5)	adjusting 27:20 30:5	already 20:18		
aboveentitled	adjustment 7:14,18,24 27:11,13 29:25 32:20 51:10 52:17 (9)	also 2:13 14:10		
		alternative 47:2		

40:13,17,23 41:2,14 42:14 46:18 48:12 51:19,23,24 54:16 56:15 59:9 (66)	audit 26:25 27:3	31:15 34:3 39:9 47:6 (8)	bigger 42:16	broker 10:9 12:24 13:6 23:4 (4)
area 7:6 19:24 20:6 31:12,14 (5)	authority 7:3,5	bedroom 41:17,23	bind 7:4 10:5	brokerinsured 18:25
argue 47:14	authorized 3:10	before 1:15,19 3:10,12 6:6 16:4 17:3,5,7 21:5 23:15 43:12,15 55:13 61:16 (15)	binds 23:4	brokers 9:19
arising 7:21	automatically 18:22	beginning 15:5	bite 5:16	brought 5:3
around 7:7	available 16:9 26:24 58:25 60:10 (4)	behalf 1:16 7:4,17,21,24 20:24 22:14 24:8 26:15 46:12 (10)	blood 64:16	buffalo 2:10
art 56:8	avoid 46:16	being 4:5,11 13:5,9 18:16,17 22:18 51:4 56:13 58:17 (10)	board 21:6	building 2:1300 22:2,3,4 23:9,11,14 31:21 35:25 37:5,18,23 38:10,22 39:10,12,13,15 (18)
ask 5:4,18 16:4 23:4 24:18 28:12 31:4 33:25 34:21 35:23 36:14 37:4,19 38:9,21 40:13,16,19,22,25 41:5,13 46:23 (23)	aware 10:20 15:10,14 48:12 54:17 (5)	believe 12:11,22 20:18 22:23 26:18 27:23 30:17,23 31:19,20 36:15,19 37:13 40:15,18,21 50:4,5,8 57:13 (20)	book 6:22,25 7:2	business 6:19 7:2 9:5,19 27:14,22 28:19,21 29:2 30:6 46:24,25 47:2 (13)
asked 31:2	b 4:15 50:19,22 51:6,13 52:13,25 53:2 55:17 62:2 (10)	belief 35:8	booking 19:22	buildings 7:5,8
asking 49:19 59:23	back 18:2 22:3 35:5	believed 60:11	boron 2:11 4:14 10:23 11:10,23 12:4,7,9,13 14:17 16:10,13 22:15 24:22 26:11 27:6 29:9,19 31:18 32:9 34:7,14 36:12,21 37:10,16 38:14 39:23 40:10 42:18 43:20 45:12,24 46:14 47:5 48:5,16 49:16,22 51:17,21 53:9 54:4,20 56:10 57:15 59:8,20 60:15 (49)	busy 48:17
aspects 56:13	based 11:8 13:7 26:6,12 42:15,22 47:24 53:19,23 (9)	beltrani 29:7,21,22,24 30:7,10,16 32:12 54:23 58:8 60:17,21 (12)	bottom 29:11	button 10:11
assembled 17:15 26:17	basement 22:8,13 31:12,14 32:7,14 40:8 53:17 54:3,9,19 55:2 56:3,23 57:3, 8,12,14,18,21,24 58:3,6 (23)	best 5:23 59:18	boulevard 2:5	c 2:2 50:19,24 51:6,14 52:10 64:2,2 (8)
assignment 19:11,17,20	basis 48:3 49:10 51:4	between 3:6 7:11 29:7 34:8 40:8 42:7 (6)	bound 8:3 10:17,18 13:7 (4)	call 24:21 31:23
associated 8:4	bates 15:25 28:8 29:11,13,18,20 31:5 42:9,13,21 43:10 62:10 (12)	beyond 20:19	box 4:22 46:6,24	calls 23:7
assume 6:5	bathrooms 40:17	big 16:16	boxes 44:6	can 5:20 6:25 9:4,16,21 10:5,6 12:14 15:22 17:11,14 18:17 20:19 22:10 23:2 30:4,19 31:23 33:3 35:5,19 36:15,22 37:2,13 42:23 44:4 45:17
assuming 53:2	bearing 39:20		break 5:14,20 60:13	
assumption 52:19	because 11:12 16:8 25:2 30:18		bring 21:6	
attorney 5:15 16:23 42:12			broken 22:18	
attorneys 2:4,9 3:6				

46:21 47:3,15 48:9 49:7 50:14 51:2 53:13 54:2 55:9 58:15 (39)	city 5:8 6:22 7:7 8:17 39:17 41:17,23 42:3 (8)	37:11 60:3	consist 37:24	53:8,12,24 59:10 60:18 (15)
can't 30:13 43:8 49:25	civil 1:6	comments 17:23 18:21	constitute 38:13,16 41:22 42:2 (4)	correspondence 24:3
cannot 5:21 20:20 26:10 42:25 44:6 (5)	cj 16:5,7	commercial 51:11	constitutes 34:12,23 37:20	cost 8:4 50:20 52:20,21 (4)
capability 35:15	claim 8:21 11:3,5,7,13,15,16 15:3,10,11 27:11,1 3,14,16,17,20 28:6,7,14,18 29:3 30:13,14 32:20,23,24 33:6,7,10,11,12 43:19,21,23 47:19,22 48:23 49:2,11,24 50:3,6,9,10 54:5 60:21 61:2 62:2 (48)	commission 8:2,3,6,11 (4)	consult 5:14	could 13:4,6,20 15:6 24:15 36:19 40:2 50:12 (8)
capable 35:10,12,19 36:5,8 39:4 42:3 (7)	claims 6:12,14 7: 14,15,18,18,20,24 8:5 28:6,22,25 30:2,15 50:12 51:18 53:16 (17)	companies 56:19	consultants 29:8,21,25 30:7,10 (5)	counsel 3:16 5:13 16:3 24:19 28:10,13,23 44:22 (8)
captures 23:21	clarity 12:23	company 1:8 6:21 24:13 55:15 58:21 (5)	contact 19:14 23:6	county 64:5
carrier's 16:6	clean 17:24 18:3, 5,7,8,8,9,18,19,22 19:4 25:19 26:2 56:15 (14)	compelling 46:10	contain 58:24 60:9	course 9:4 27:14,22 28:19,21 29:2 30:6 54:7 (8)
case 1:6 12:15 25:6,7 30:11,24 36:17 46:15 48:23 (9)	clear 37:5,17,19,22 (4)	compensated 7:23	contained 14:5 23:25 32:24 58:15 60:7 (5)	court 1:2 3:12 4:2,4 5:21 34:16 (6)
cases 6:12	clearly 19:12	complete 24:5 59:18	contents 52:11,22 53:10 58:23 59:6,9,14 (7)	courts 35:4 37:7
cash 50:22 53:3	clicks 10:11	computer 10:13	contract 7:10	coverage 9:25 10:5 13:7 15:2 47:18,21 49:2,5 50:17,18 51:6,11,15 52:4,4,7,10,13,13 (19)
casualty 6:21	client 47:7	concerned 34:24 38:12,19,25 42:6 (5)	contractor 60:18	coverages 13:4 51:19,24,25 53:6 (5)
cause 10:15	code 39:18	concerns 21:23 51:7	contractors 13:17 24:11	covers 52:5,8,11,14 (4)
certain 19:11 56:13	come 8:15	confined 32:23 33:7	cook 39:7	credentials 9:20
certainly 23:16 33:13 36:17 47:13 (4)	comes 19:11 46:17	connected 53:16 54:3,18,25 (4)	cooking 38:19,25 39:4,14 (4)	cursory 17:12
certificate 41:6,10	comment 17:23	connecticut 29:23	copy 3:13,16 15:24 20:13 28:7 30:22 44:18 55:17 62:7,2,11 (11)	d 3:2 50:19 51:7 52:14 63:2 (5)
certification 3:7		connection 8:21 9:11 10:14 33:23 34:19 55:19 (6)	corner 29:11	dark 43:8
certify 64:10,15		consider 34:25	correct 11:9,17,18 15:19 28:14 31:15 33:2,8 45:23 49:3	
change 8:7,11 39:13		considered 39:25		
charge 34:10		considering 25:5		

date 5:6 15:3 17:18 20:6 26:19,20 27:4 48:9 55:11 (9)	denied 15:11	disagree 29:14	doesn't 9:11 34:17 39:13 46:15 47:5 (5)	electronic 30:21
dated 44:21	deny 49:10	discovery 25:8	done 9:5,9,17 21:8 23:2 25:8 28:15 (7)	elements 37:25 38:3,6,12,16 (5)
dates 19:23,24	denying 45:25 48:20	discuss 43:14 46:21	down 5:21 17:21 20:25 25:14,18,24 31:5,6 58:13 (9)	else 14:7,23 15:12,12 17:20 19:19 29:13 34:6 52:23 53:11 55:6 (11)
day 20:9 39:3 61:17 64:20 (4)	department 14:22 31:4	discussed 31:12	download 20:7,9	elsewhere 14:10,11
days 3:15	depending 8:7,11	discussion 27:25	dozen 6:10,11	email 18:24
deal 25:4,4	depends 20:5	discussions 50:12	draw 34:8	employed 6:16
deceive 5:10	depicts 44:5	dispute 15:18	dropdown 18:13	employee 12:25 13:5,8
decent 60:12	deposes 58:18	distinction 34:8 56:20	duly 58:17	employer 47:17
decision 34:16	deposition 3:8,9,13 4:5 15:14 (5)	distribute 30:19	during 22:25 55:13 56:2	enable 9:20
decline 49:11	depositions 6:6,8	district 1:2,2	dwelling 52:8,22 53:11	end 42:13
deem 15:22	depreciation 50:24	document 15:21 16:16,21,25 17:3,7 19:17,20 28:4,5 31:9 44:16,23 45:3,5,7,14 48:10 50:8 53:25 59:10,14,16 60:3,5 (25)	e 2:2,2,6 3:2,2 4:15,15 62:2 63:2 64:2,2 (11)	entire 13:2
defend 27:16	description 19:10 20:17 38:15 62:6 (4)	documentation 33:16	each 50:18 55:12	entirely 56:12
defendant 1:9,16 2:9 49:10 50:16,21,23,25 52:20 53:4,16 55:13 58:20,25 60:10 (15)	designed 5:9	documented 55:18	earlier 16:6 57:17	entities 13:23
defendant's 44:19 62:11	details 13:20	documents 8:21 24:23 25:11 28:18,23 (5)	eastern 1:2	entitled 45:15 47:12
defending 47:7	determination 15:2 39:20 40:4 47:18,21 49:2,6 50:18 (8)	does 7:13,17 8:6,11 10:15 13:22,25 17:17 20:16 22:10,24 24:2 29:22 33:15 34:5 35:12 37:24 38:18,23 39:19 40: 3,12,15,16,18,19, 21,22,25 41:5,10,13 42:17 43:4 48:21,24 56:18 (37)	easy 30:21	entity 14:21,24
define 35:4	difference 40:8 42:6	documented 55:18	eat 5:16	entrance 31:12,14,17
definition 33:17,22 34:12,15, 16,17,18,21 35:3,21,23 38:8 (12)	different 13:4 36:16,18 37:7,8 (5)	documents 8:21 24:23 25:11 28:18,23 (5)	educated 26:7	entrances 32:2
demand 44:20 45:10,15 58:23 62:12 (5)	differently 36:16	does 7:13,17 8:6,11 10:15 13:22,25 17:17 20:16 22:10,24 24:2 29:22 33:15 34:5 35:12 37:24 38:18,23 39:19 40: 3,12,15,16,18,19, 21,22,25 41:5,10,13 42:17 43:4 48:21,24 56:18 (37)	effect 3:11,14	equipment 1:18 4:6 26:8 43:6,8 (5)
demarco 2:13	difficulty 48:13	documented 55:18	electric 18:8 41:2 55:6 58:2,4 (5)	eric 2:11 16:5 29:14 46:5 (4)
	dint 15:13	documentation 33:16	electrical 18:7 21:21 22:5 25:19 (4)	ernestine 61:4,4,6
		documented 55:18		especially 25:5

esq 2:6,11,13	expense 8:4	33:6,11,12 43:19,21,23 48:23 50:9,13 60:25 61:3 62:2 (36)	40:10 42:18 43:20 45:10,12,24 48:5,16 49:16,22 51:17,21 53:9 54:4,20 56:10 57:15 59:8,20 (36)	46:7,23 generated 19:9 26:19 55:19 generates 36:6 geographical 7:6 gestures 5:22 get 20:7,19 25:7 46:3 (4) give 19:25 44:12 given 4:11 19:9 21:4,9,10 64:14 (6) giving 54:12 go 9:20 21:7 30:3 31:3 (4) goes 21:16 going 5:4 6:4 15:20,21 16:17,22 22:4 24:17,20,24 25:14,24 28:2,3,11,12 29:5,17 31:5 33:13 42:9,10 43:2 44:2,14,15,16 47:6,9 (29) good 4:23 gorham 61:5,6 got 28:24 great 9:12 greenblat 2:4 greenblatt 4:25 grounds 12:5 guess 6:5 26:7
essentially 17:8 18:14	experience 26:6 42:23	files 28:22 30:20 filing 3:7 filling 36:7 fills 10:10 find 24:15 48:18 fine 2:8 finished 40:8 fire 1:8 6:21 58:20 firm 4:24 29:25 56:18 first 4:16 17:23 21:6 24:20 26:14 44:20 45:17 58:22 62:12 (9) five 25:14,18,24,25 (4) fivepage 15:24 16:21 62:7 focus 56:12 following 17:9 51:8 follows 4:17 force 3:14 foregoing 58:21 form 3:19 10:23 11:10,23 14:17 22:15 26:11 27:7 30:21 31:18 32:9 34:7,14 36:21 37:10 38:14 39:23	formulate 57:2 formulated 57:7 forth 47:17 49:9 50:16,18 53:15 55:11,14 64:12 (8) forward 10:5 13:6 forwarded 16:5,7,14 four 25:18 frame 25:7 fred 1:4 4:25 8:16,22,25 11:3,7,21 12:3,20 15:3 23:15 28:6 (13) front 17:24 22:2 44:9 fronts 29:15 function 34:10 furnace 22:6 furnished 28:5 further 3:18 21:9 24:23 47:14 61:10 64:15 (6) gas 22:6 40:23 55:6 57:20,22 (5) gave 33:5 46:6 59:5 generally 10:18	even 39:12 43:8 event 46:8,12 ever 23:15 32:13 43:11,14 45:14 48:23 53:25 54:23 58:8 60:20 (10) every 20:7 39:3 everything 19:4 36:22 evident 44:11 exactly 14:8 19:16 examination 1:15 4:18 43:22 54:7 63:4 64:11,13 (7) examined 4:17 example 18:15 22:17 except 3:19 exhibit 15:23,24 16:3,18 20:23 23:25 28:3,7,9 29:6,20 43:6 44:15,18,22,24 62:6,6 (18) exhibits 16:5 62:4 exist 46:15 existence 57:22 58:4 expectation 21:18,19

guidelines 33:16	heater 26:8 43:5 57:17	hundred 29:15	including 22:3 55:13	inspection 10:15,18,21 13:10,13,15,19 14:3,5,14 16:21 17:9,9 19:2,8,14,22 20:12,24 21:3,5,11,17,23 22:24 23:2,5,8,11,18 24:2 26:18,21,23 31:13,24 32:3,13 55:12,16,18,19,23 56:2,7,9,16,17 57:2,14,16 58:10 (52)
h 62:2	heating 18:8,16,17 21:21 26:2,8 43:5,8 57:11,17 (10)	hurwitz 2:8	independent 10:24 11:5,12,14 13:17 15:8 17:4 20:21 24:11 27:12 29:25 33:9 43:16 45:4 47:23 49:5,24 50:3 53:20,22 54:14,21 55:3,7 58:11 59:25 60:17 (27)	inspections 13:18,24 14:19,22 15:25 24:7,12 56:11,19 62:7 (10)
habitation 39:20	held 1:17 4:5 30:20	hypothetical 46:15,23	indicate 17:17 20:23 22:7 30:15 32:18 42:17 54:17 57:23 58:5 (9)	inspector 18:20 19:7 20:5,13,16 21:5,7,16 22:14,18 23:17 31:22 55:21 56:3,12,22 57:3,7,13,18,23 58:5 (22)
hand 64:20	here 5:5,13,25 8:20 11:4 14:25 15:17 19:16 21:20 32:22 34:17 35:3 37:12 43:18 45:8,25 48:25 49:4,6 57:6 (20)	i'll 12:4,8 16:18 21:24 25:18 37:19 42:16,20 43:10 51:22 (10)	indicated 28:5 31:20 37:7	inspectors 18:12 19:24 20:7 21:13 31:25 (5)
handle 7:20,23 30:4	hereby 3:5 64:9	i'm 4:24 6:4 9:11 11:11 15:14,20,21 16:17,21 19:15 24:17 25:14,24 28:11,11 29:5,17 31:5 33:13 36:5 38:3 39:6 42:9,10 43:2 44:2,14,16 45:25 48:17,20 49:19 52:18 53:2 59:23 60:3 (36)	indicates 19:3 20:4 21:2 25:19 31:11 54:2 (6)	instructed 23:18 31:25
handled 60:25	herein 3:7 4:15	i've 20:18	indicating 14:13 18:25 56:8,14 (4)	instructions 6:2 21:4,9,10 (4)
handling 8:5	hereinbefore 64:12	idea 43:7	individual 9:7 13:12 14:4 24:12 55:16 (5)	insurance 1:8 33:19,23 40:16,19,22,25 41:5,13 51:16 56:19 58:21 (12)
handyman 23:11	hereunto 64:19	identification 16:3 28:9 44:22	individuals 13:16	insured 10:16 13:10,14 19:25 22:8,12 25:16,22 26:4,9 27:16,21 32:2,14 40:13,17,20,23 41:2,7,11,14
happened 15:14	hire 24:13	identify 14:2 18:14,16,17 25:15,21 26:3,13 55:17 (9)	information 9:23 10:10,12 19:12,15 20:10 25:11 54:17 60:10 63:8 (10)	
happens 10:7 27:23	his 46:12	identity 13:23 14:4	inhabited 39:16 40:2	
happy 46:16	homeowner 22:25 23:9	illegal 34:6,9	inhouse 60:24	
harry 32:11	homeowner's 23:3	immediately 58:16	inquire 32:7 41:10 56:21	
has 7:3 58:21	hot 26:7 43:5 57:11	important 5:24	inquired 32:13	
having 4:16 17:5,6 28:15 39:4 (5)	housekeeping 46:6	included 20:10	inside 25:16	
hazard 31:16 42:19,24	how 6:8 7:23 11:11 20:11 31:4 34:21 35:3,24 37:17,22 38:10,21 40:13,17,20,23 41:2,14 (18)	includes 8:4	inspected 55:21	
hazardous 22:19,22 31:22	human 13:9			
he 10:9,11 22:19,21,22 31:23 46:12 54:24 58:18,21 (10)				
he's 47:7 60:17				
head 5:22				
headed 44:25				
hear 15:5				
hears 5:23				

56:3,14,23 57:4,8,21 58:3 (29)	50:17	issues 18:18 22:17 56:15	56:2,5 59:6 61:2 (41)	15:3 23:15 28:6 (14)
interested 64:17	is 3:5,18 4:2,5,11,19,21,24 5:18,24 6:18,20 7:5,10,23	its 27:13	knowledge 11:2,6,20 12:18 13:13,19 15:2 23:16 27:2,8 28:17 29:3 30:9,12 32:22 33:7 43:13,25 59:18 (19)	lees 47:22 60:22
interior 22:5	9:5,8,13,14,21 10: 2,4,7,9,12,13,17,1 7 11:9,16,18,19	itself 24:25		lees' 49:2 51:23 52:5
internal 30:4	13:18 14:9,10,15,1 8,19,21,22 15:16,18,19 16:16 17:7,12,24 18:9,22,24 19:7,20,21 20:22 21:8,12,17,19,20 22:24 23:9,23 24:5 25:9 27:14 28:4 29:7,24,25 30:6,14,17 31:15 32:25 33:8,11,18,22 34:10,18,19 35:3,8,18,21 36:2,24 37:11,20,22 38:5,12,23,24 39:4,22,25 40:4 42:6,6 43:7 44:16,25 45:20,23 46:22,24 47:2,12,12 48:2 49:14,19 50:11 51:5,15 53:19 54:5 56:6,16 58:13,18 59:2,4,21 60:8 61:6 64:11,13 (129)	j 4:15		lefthand 17:22
interpret 36:13		james 1:15 4:20 45:21 47:20 58:17 59:3 61:14 (7)		legal 34:5,9 39:19 41:22 42:2 (5)
interpretations 36:18		joann 1:19 4:2 64:8,22 (4)	knows 58:23	legality 35:16
interpreted 36:16,20,22 37:2,8,13 (6)		judge 3:12	l 3:2,2 4:15	legally 35:19
interprets 36:10		judges 36:18	lambert 1:16 4:20,23 6:4 45:21 47:7,20 48:9 58:17 59:3 61:14 (11)	legs 5:16
interrogatories 44:20 45:2,11,15,20,23 54:13 58:23 59:6 62:12 (10)		july 24:6,14 26:17 55:23 56:23 57:10,23 58:5 (8)	landlord 6:25 23:10	let 5:11,16 33:10
interrogatory 51:4		june 64:20	landlords 7:6	liability 27:17
interrogatory's 51:6		just 5:11,16 11:12 12:11,14 20:5,10 23:19 28:11 29:9,17 31:7 44:12 46:5 55:9 56:8 (16)	landlordtenant 6:23	liberty 2:1300
into 18:23 22:4		kept 28:25	language 59:21,21 60:8	like 5:14 9:24 19:9 22:17 60:13 (5)
investigate 27:15	island 5:8 8:17	kindly 17:11 31:7	last 18:9,15 58:14	limited 7:5 54:5 55:23 56:6,9,20 (6)
investigating 27:19	isn't 37:9	kitchen 42:3 54:9	law 4:24 36:17 40:3	line 17:14
investigation 7:15,19 27:9,11 54:24 (5)	issuance 55:14	kitchens 40:13	lawfully 39:16 40:2	litigation 28:24
involve 35:15	issue 7:21 11:25 22:20 46:22 47:4,14 (6)	know 5:11,17 8:19 11:11 12:17 13:19 14:9 15:18 16:7 17:7 18:18 20:10 23:8,12 25:2 30:10 32:5,12,16 33:11,25 35:14 44:9 48:25 50:6 51:15 52:4,7,9,10, 12,13,15,24 53:6,10 55:5	lawsuit 11:25 47:8	living 35:19
involved 9:6 13:2,6,9 30:25 (5)	issued 8:25 11:21 12:3,9,20 21:13 (6)		lead 57:13	llc 6:17 55:22 58:19
involvement 8:24 13:8			learn 20:11	located 14:6,10,11 19:18 26:9 57:12,20 58:2 (8)
irrespective			leaves 46:12	location 5:7 10:16,21 13:10,14 22:9,12 25:16,22 26:4,9 27:21 32:2,8,14 40:14,17,20,23

41:3,7,11,14 56:4,23 57:4,8,21 58:3 (29)	27:5,10 44:21 48:11,14 50:2 62:16 (9)	48:18 56:18	n 2:2 3:2 63:2	41:4,8,12,15,24 42:4,8 43:7,16 44:6,10 45:8,16,25 46:3 47:5,14 49:4,23 50:11 51:18 52:3,6 53:20,22 54:14,21 55:3,7 56:24 58:11 59:23,25 60:23 61:10 64:17 (79)
locations 23:24	marked 15:22 16:2 18:19 22:20 28:3,8 44:15,21,24 (9)	mind 60:2	name 4:2,19,23 14:24 23:5 45:19 47:17 55:15 59:2 61:3 (10)	nobody 19:4
logging 9:20	marriage 64:17	minds 36:6	names 24:14,19,21	nods 5:22
long 5:7 8:17 16:12	material 35:3 44:9	minute 29:9	narrative 24:3	none 5:9
look 42:14,21	materials 44:10	misrepresented 49:12,18,21	nature 6:18 56:16	normal 27:13,22
looking 18:15 20:25 22:11 25:3 42:22 43:4 (6)	matter 34:17 46:5 64:18	moment 44:12	necessarily 50:11	northern 2:5
loss 5:6 15:4 27:4,10 30:3 32:8 50:17 (7)	may 3:9,13 19:14 29:14 (4)	money 8:12	necessary 38:12,16	notary 1:19 4:3,16 61:18 64:8 (5)
losses 8:7	me 5:11 14:20 16:14 24:9 30:25 31:2 33:10 42:15 44:4,12 61:16 (11)	month 48:20	neck 2:11021	notation 26:2,16
m 4:15,15	mean 9:16 19:4 34:16 35:12 36:10 39:2,3 48:6 (8)	more 24:6 36:20,22 37:2,14 48:19 (6)	need 25:4 46:8,9,10 47:14 (5)	noted 25:9 31:22 47:12 61:12 (4)
made 16:8 27:14 37:11 51:10 (4)	means 7:2 36:3	most 5:24 34:16	never 28:13 43:19	notes 24:3 30:15
maintain 13:22	medical 48:2,12	motion 46:17	new 1:2,20 2:11021,10 4:3,22 5:8 6:22 7:7 8:17 34:10 39:17 41:18,23 42:3 64:4,9 (17)	notice 1:18 17:22
maintained 11:8,16 14:15 28:19 (4)	memorandum 33:16	moved 13:6	next 20:9 25:25	now 20:21 27:9 31:2 42:14 51:2 60:12 (6)
maintains 28:22	menu 18:13	mutual 1:8 5:3 6:12,14,21 7:4,11,18,22,25 8:8,12 12:20 13:22,25 16:19 17:19 20:24 24:8 26:15,22,24 32:6,12 33:15,24 34:24 36:3,9 38:6,11,19,24 39:21 40:13 42:5 46:20 47:8 49:15,20 51:3,8,20 52:8,11 58:20 (46)	night 18:20 20:8	number 19:13 23:5 29:13 33:25 34:3,11 37:4 49:8 50:15 53:14 55:9 62:6 (12)
make 5:23 12:14 20:2,4 26:7 33:14 37:25 38:4,7 42:16 (10)	merely 38:21	mutual's 40:4	no 1:6 6:15 8:10,14,23 9:3 10:24 11:4,12,14 12:11,25 14:18,24 17:4 19:20 20:15 21:8,9,15 22:10,16 24:5 25:17,23 26:5,10 27:12 28:15 29:2 30:9,12 31:16 32:4,21 33:20 35:8,10,17,20 38:12 40:6,24	numbers 29:11
managing 23:10	messages 23:6	my 4:2,23 5:9,11 6:2 15:13 17:11 23:16 27:8 29:24 30:9 31:14 34:15,17 35:2 38:23 43:13,25 45:2 46:2 59:22 60:2 64:20 (23)	o 3:2	o'loughlin 1:19 4:3 64:8,22 (4)
manual 21:12,12	meters 22:6,6 40:23 41:2 57:20,22 58:2,4 (8)		oath 3:11	
many 6:8 29:15 34:22 35:24 37:17,23 38:3,10,21 40:13,17,20,23 41:2,14 (15)	metropolitan 6:22			
march 5:6 15:4	might 31:20			

object 12:4	opinion 57:2,7	pages 28:12 29:12	13:17,24 19:8 21:17 24:12 55:22 (6)	23:19,20 25:20,22 26:13 42:10 54:8 56:13,14,25 57:22 58:4,9 (15)
objection 10:23 11:10,23 14:17 22:15 26:11 27:6 31:18 32:9 34:7,14 36:12,21 37:10,16 38:14 39:23 40:10 42:18 43:20 45:12,24 48:5,16 49:16,22 51:8,17,21 53:9 54:4,20 56:10 57:15 59:8,20 (36)	opportunity 16:24 20:2 24:20	paid 8:12 14:14 15:12	performed 9:13 10:16,21 12:19 13:13,16 14:5 20:23 22:24 32:14 54:24 55:16 (12)	photos 18:19,20 19:5 23:22 32:2 (5)
objections 3:19 44:19 58:22 62:11 (4)	order 23:7 25:6	paperless 30:20	performing 21:5	physical 46:9,11 47:13
objects 51:3	ordinary 27:18 28:19,21 29:2 30:6 (5)	paragraph 31:6 58:15 60:8	person 4:12 5:24 11:19 13:18,23 14:2,14 18:23 19:6 23:6,9 27:19 35:18 45:20 47:18 (15)	physically 19:5 56:22 57:24
obtain 9:23,25 24:18	original 3:9,15 12:20	pardon 14:20 24:9	performs 23:17	physiological 48:2,13
obtaining 13:3	other 5:15 12:9 19:5 24:3 43:24 52:22 54:17 55:18 (8)	part 10:10 21:13 32:3 41:9 55:20 (5)	personal 11:2,20 12:18 35:2,8 46:19 (6)	pick 20:6
occupancy 31:6,7 41:6,10 (4)	otherwise 26:25	partially 15:12	personally 34:25	pictures 57:19
occupied 7:8	our 9:5,5,20 10:11 12:24 18:21 26:23 28:25 30:20 31:3 47:7,9,12 (13)	particular 11:19 21:10 37:25 45:4 (4)	persons 27:19	place 12:24 13:5 23:12 25:6,7 26:18 30:18 39:4 54:15 (9)
off 27:24,25	out 8:12 19:7 21:16 24:15 30:3 31:23 36:7 39:11,13 (9)	parties 3:6 4:9,10 64:16 (4)	pertain 5:5 34:5	places 34:25
office 46:11	outcome 64:18	partner 4:24	pertaining 16:20	plaintiff 45:10
oh 50:7 59:24	outside 24:13 30:7 56:18	passed 18:25	pertains 36:24	plaintiff's 15:22,24 16:18 20:22 23:25 28:3,7 29:6 43:6 44:15,18,24 62:4 (13)
old 48:17	oven 54:10	pause 24:10 44:13 46:4	phone 19:13 23:7	plaintiffs 1:5 2:4 49:12,18,20 (5)
once 10:3 21:8 46:20	over 15:18	payment 7:24 14:12,15	photo 17:23 18:9,14,16 22:19,21 23:23 31:21 42:13 44:2,3 (11)	plaintiffs' 44:20 45:15 58:22 62:11 (4)
one 5:11 12:12 13:16 18:15 19:9 36:20,23,25 37:2,14 44:12 54:8 59:21 (13)	oversight 22:14	pc 2:4,8	photograph 21:18 25:15,25 26:4 42:15,16,21,22,25 43:2,4,7,11,14,17 44:4,7,8 54:11,16,18 (21)	play 7:14,17
only 22:21 51:10	owned 7:6	pending 5:19,19 15:7	photographs 18:13 21:20	please 5:11,22 24:20 35:5 45:18 49:7 50:15 (7)
onto 12:24	owner 23:9	perceived 22:18,22		pm 1:12 61:12
operate 13:16	p 2:2,2 3:2	percent 29:16		
	page 25:14,18,24 29:5,10 43:3,10 58:13,14 62:6 63:4 (11)	perform		

po 4:22 46:6,24	prepared 28:18	(12)	raising 46:14	45:4,6,16,22 47:24 48:22 49:5,24
point 10:8 13:20 20:3 27:4 46:17 50:5,9 (7)	presence 15:13 23:3	provide 5:19 9:23 23:13 24:19 (4)	random 20:5	50:3 53:20,22 54:14,21 55:3,7 56:24 58:11 60:2,20,23 (35)
policies 6:23,25 7:4,21 8:3,8,13 12:9 32:17 (9)	present 2:13 22:25	provided 26:21 30:8,11,16,22 36:18 47:3 58:8 (8)	read 15:7 17:11,14 31:7,10 33:8 35:5,7 45:17 47:15 48:9 49:7,17 50:14 51:2 53:5,13 55:9 58:15,21 59:14 (21)	record 14:13,15 27:24,25 64:13 (5)
policy 8:16,25 9:4 10:15,17 11:21,24 12:3,12,20 14:13 15:11 51:16,20,23 52:5,8,11 55:14 (19)	presume 31:16 47:25	provides 51:8	reading 45:6 48:21	records 11:8 13:22 24:23
portion 6:11 49:11	previously 32:15	public 1:19 4:3,17 21:21,25 61:18 64:8 (7)	really 22:16 34:17	recoverable 50:24
posed 45:10	pricing 34:4	purpose 43:24	rear 22:8 31:21 42:17	refer 29:5 42:9
poses 36:4 42:24	primary 21:23	pursuant 1:18 4:8 7:10	reason 5:15 48:3	reference 6:12 51:6
position 25:9 47:11,12 49:14,19 (5)	prior 8:20 27:4 32:8 43:18 54:12 (5)	put 18:23	reasonable 48:18	referenced 54:9
possession 26:14	probably 6:10 19:13	question 5:18,20 11:12 12:14 15:7 16:5 27:6 30:13 32:10 33:3 34:5 35:24 36:4,6,10,13 ,14,15,24 37:6,13,17,22 38:9,23 39:24 45:13,17 47:15,25 49:7,9,18,25 50:14 53:5,13,15 54:5 55:9,11 58:12 59:23 60:4 (44)	reasons 48:13	referencing 55:6
possible 30:17,24 61:4	proceed 10:5	questions 5:5,5,9,11 9:22 45:9 48:14 61:11 (8)	recall 20:19 24:15 54:2	referring 11:24 29:12,18 53:7 59:9 (5)
possibly 13:3	process 10:6 12:19,22,23 13:2,3 21:8,14 27:18 30:18 41:9 (11)	quite 48:18	receive 20:13,16 23:6	refers 53:2 56:20
potential 10:16	produce 31:2	quote 9:23 10:2,4,12,13 13:3,7 (7)	receives 8:2,7	reflects 24:25
practice 46:17	produced 10:13 16:19 17:9 28:23 56:18 (5)	quoting 34:2	recent 34:16	refresh 48:22
preceding 35:7	production 16:6 24:21	r 2:2 3:2 4:15 64:2 (4)	recess 60:16	regard 5:2,6 8:13 13:23 15:3 25:13 27:9 31:16 32:23 47:19,22 51:23 (12)
premises 10:19 53:17 54:3,19 55:2,12,21 (7)	program 10:13		recognize 44:23,25 45:2	regarding 11:7
premium 34:4,9	prohibition 39:19		recollect 48:4	relate 33:17
preparation 43:22	property 5:7 19:8,10,12,15 20:17 21:17 24:7 30:2 51:11,18,25		recollecting 48:14	related 64:15
prepare 30:3			recollection 9:3 10:24 11:5,13,14 15:9,15 17:4,6 20:21 27:12 28:15 31:15 33:10 43:16	relates 52:19
				relationship 29:7,22
				relevance 12:4

40:3	request 10:10 16:20 26:25 27:4 53:3 (5)	responsive 58:25 60:9	12:17,25 13:5,8,12,25 14:19,21 15:25 17:18 20:24 26:14 27:10 28:20,22 29:8,23 32:6,12 33:15 34:19,24 35:22 36:9 38:11,18,24 39:21 42:5 46:13,21 49:14,20 55:22 58:19 60:25 61:7 62:7 (54)	screen 15:21
relevant 32:19 35:18	requested 16:8 25:11 63:8	results 19:8		scroll 16:17,22 17:21 20:25 25:14,18,24 28:11 31:5 42:10 44:17 52:18 58:13 (13)
relied 49:10	requests 24:23 25:2	retain 27:15		scrolled 54:8
remember 13:20 48:19	require 22:25 23:13 38:19,25 (4)	retained 16:3 28:9 44:22 55:22 (4)		scrolling 16:23 42:11,12 61:3 (4)
remotely 4:8,16 64:12	required 34:10	review 8:21 18:21 26:12 27:20 28:12 32:7,18,25 33:6,10 43:21,23 45:14 54:11 (14)	roundhill's 57:23	sealing 3:7
removed 39:14	requirements 41:17,22 42:2	reviewed 10:12 11:15 17:15,18 19:5 26:17 28:13 43:19 48:23 50:9 57:16 (11)	roundhillexpress com 9:21	second 18:8
render 47:21	requoting 13:3	reviewing 18:24 31:9 50:8 56:25 (4)	s 2:2 3:2,2 4:15 62:2 (5)	see 16:24 17:11,24 21:2,19,20,25 22:2 30:3 42:16 43:8 44:6,7 55:24 (14)
rendered 47:18	rescinded 15:11	right 20:21 31:2 47:11	said 9:10,14,15 11:12 31:19 46:9 (6)	seeing 17:6
repeat 15:6 33:4	reserved 3:19 61:10	righthand 29:11	sake 12:23	seem 9:11
repeatedly 49:23	reside 35:2,9 40:20	rights 61:10	same 3:11,14,16 4:7 27:18 43:5 (6)	seen 17:3,5 23:15 36:17 43:11 53:25 (6)
rephrase 5:12 42:20 51:22	residential 7:8	risk 9:7,24 10:12 13:4 17:10 23:4 34:2 42:17 56:13 (9)	saw 61:2	selection 20:2,4
replacement 50:20 52:20,21	residing 35:11,13	roles 7:13	say 6:24	send 24:24
report 15:25 16:19 17:9,15,17,21 18:22 19:3 22:7 24:2,5 26:12,16,19 29:21 31:11,13 32:11 57:16 58:9 62:8 (21)	respect 21:10 39:18	room 4:7 5:25 41:22	saying 9:8 10:12 39:6 59:13 (4)	sent 18:24 19:7
reporter 4:2,4,7 5:21 (4)	respectfully 24:18 36:8	roundhill 6:17,18,20 7:3,11,14,17,23 8:2,6,13,15 10:15 11:9,16,20	says 17:15 18:2,15 52:16 58:18 (5)	sentence 15:6
reporting 19:9	respective 3:6	roundhill	schedule 23:7	separate 31:11,14,17
reports 16:20 26:21,23 30:3 55:18 (5)	response 5:19 16:20 32:11 45:2,18,21 47:16,20 49:12,17 51:2,3,9 52:19 53:18,19,23 55:20 56:7 60:7 (20)	roles 7:13	scheduling 25:5	series 5:4 9:22 54:8
represent 4:25 16:18 28:4 47:10 (4)	responses 5:24 44:19 48:21 54:12 58:22,24 59:17 60:9 62:11 (9)	roundhill	scope 56:17	serve 46:8,18
represented 5:13			scott 2:6 4:24 11:25 16:11 24:22 29:9 46:14 48:7 (8)	served 47:10
				service 3:15
				serving 47:6

set 38:12 47:17 49:9 50:16,18 53:15 55:11 64:12,19 (9)	(4)	somebody 31:2 46:18	42:9,13,22 43:10 (6)	subpoena 46:8,12
setting 55:14	since 19:3 59:25	someone 17:18,19,19 21:6 23:13 27:15 35:10,13 (8)	stamped 16:2 28:8 29:20 62:000361,10 (5)	subscribed 61:16
seven 50:15	single 39:3	someplace 14:7 19:18	standard 38:15	such 14:13,14 30:7,15 48:4,6 64:13 (7)
several 13:16 24:11	sinks 41:14	something 14:23 15:12,14 29:13 31:22,23 34:6 39:6,7,22 48:19 52:22 53:11 55:6 59:13 (15)	start 16:15 21:24	suffolk 64:5
share 15:20	sir 6:2 9:14 16:17,24 25:10 28:2 29:17 44:23 60:17 61:9 (10)	somewhere 14:12	state 1:20 4:3 34:10 45:19 64:4,9 (6)	suggest 19:23
she 5:23,24 22:22	sit 11:4 14:25 15:17 19:16 32:22,25 33:6 37:12 45:8,25 48:25 49:4 57:6 (13)	sorry 9:11	stated 49:23 55:20	supplied 25:12
sheets 42:13	site 30:3	space 39:4,25 40:4 42:2 (4)	states 1:2	sure 5:23 11:11 38:3
short 60:16	six 49:8,9	speak 24:16 30:13 54:23	steps 22:4,17	suspected 28:24
shot 22:5	small 7:8	speaking 46:7,23 60:21	still 13:20 39:11 61:6	sustain 8:9
show 15:21 28:2 31:13 43:2 44:2,14 (6)	smaller 56:17	specific 9:3,7 12:14 29:2,3 30:12,13 48:19 (8)	stipulate 4:10	sworn 3:9 4:8,12,16 58:17 61:16 64:12 (7)
showed 54:10 57:17	so 4:13,14 5:22 7:8 9:12 11:6,14 12:23 13:2 15:17 16:7,15,16 17:23 18:16 19:3 20:11 21:2,9 22:21,23 28:16,25 29:12,17 30:4,13,21,23 31:23 35:8,21 36:19 37:12,19 38:11 43:7 47:8 49:24 50:5,11,18 52:4,16 53:10 54:10 61:4 (47)	specifically 24:6 25:3	stipulated 3:5,18 4:13,14 (4)	system 18:17,21 21:21 28:25 57:11,12,17 (7)
shows 44:8	software 19:22 23:21	specifics 15:15	stop 43:10	systems 18:21
side 17:22	solely 11:8	ss 64:4	stove 53:16 54:2,10,25 55:5 (5)	t 2:11 3:2,2 4:15 62:2 64:2,2 (7)
sidewalk 18:5 22:3	solves 47:3	stacked 44:9	stoves 39:11,12	take 5:20,21 6:4 18:12 23:19,20,22 31:25 39:4 57:19 60:13 (11)
sidewalks 21:22	some 6:11 23:20 44:6 50:5,9 56:9 (6)	staircase 22:5,13 31:21 42:17,23 (5)	street 5:7 8:17 9:2 10:22 17:10 25:13 (6)	taken 1:19 12:24 13:5 22:19,21 25:16,22 26:4 32:6 60:16 (10)
signature 45:3 46:2 58:16 59:2,22 64:22 (6)	stairwell 22:8,22	stairs 18:7 21:22,25	stretch 5:15	takes 23:12
signed 3:9,12,14 59:12,13,16 60:3,5,11 (9)	stamp 29:18 31:5	stairwell 22:8,22	structures 52:22	taking 56:12
significant 34:3		stamp 29:18 31:5	subject 10:21 27:3 47:19 49:11 51:7 53:17 54:3,19 55:2,12,21 (11)	talk 46:16
significantly 56:17			submitted 10:7	talked 20:10
simply 24:24 29:17 36:14 38:9				

telephone 23:5	58:16	56:21 57:4,14 59:5,7,16,19 60:2,13 61:9,12 (23)	unaware 19:15 30:18	6:12,14,21 7:4,11,18,22,25 8:8,12 12:10,20 13:22,25 16:19 17:19 20:24 24:8 26:15,22,24 32:6,12 33:15,24 34:24 36:3,9 38:5,11,19,24 39:21 40:3,12 42:5 46:20 47:8 49:15,20 51:3,8,20 52:7,10 58:20 (48)
tell 9:4 20:20 22:10 42:15,23 44:4 (6)	thereof 58:24 59:7	times 19:23,25	unclear 51:5	
telling 36:5	these 16:6 18:12,20 19:5 26:13 28:18,23 45:20,23 48:20,21 54:12 59:5 (13)	title 45:19 47:17	under 31:6 40:2 51:10 52:7,10 (5)	
ten 7:7 58:13,13		today 5:5,14 8:20 11:4 14:25 15:17 32:22 37:12 43:18 45:8 48:25 49:4 57:6 (13)	underneath 18:2	
tenants 7:9	they'd 9:24		understand 5:10 6:2 32:10 33:3 39:24 45:13 (6)	
tenminute 60:13	they're 18:22 23:22 56:15	together 38:6	understanding 29:24 33:21 36:2 38:5 40:7 41:16,21,25 59:11 60:6 (10)	unit 33:17,22 36:3 37:8 42:7 (5)
tenpage 44:16	they've 18:25	too 16:12	understood 59:14	united 1:2
term 33:18 36:3 37:20 56:6,7 (5)	things 37:2 48:4,6	took 19:6 26:18 30:18 32:25 39:10,12 54:15 (7)	undertake 27:10,15	units 7:8 34:2,3,6,6,9 36:25 37:5 39:15 (9)
testified 4:17 6:5,9 20:18 (4)	think 14:8 15:22 37:5,15,22 (5)	top 21:24 44:3	undertook 8:16	unsigned 3:13
testifying 8:20 43:18	third 47:15	train 21:7	underwrite 6:24 7:2 8:16	unsure 14:8
testimony 4:11 37:9 64:13	thirdparty 58:19	trained 23:18	underwrites 6:22	up 7:7 37:25 38:4,7 52:18 (5)
text 23:6	those 5:5 6:11 8:8 13:20 19:24 21:22 24:18,21 25:22 36:25 38:6 39:15 44:10 56:14 57:18,22 58:4,9 (18)	training 21:7,12,13	underwriting 7:13 8:25 9:5,7,8,13 10:14 11:21 12:2,19 14:6,9,16 18:23 19:18 26:24 27:3,20 30:8,11,16,19,23 31:3 32:19 41:9 55:23 56:6,11,19 (30)	upload 23:19
than 19:5 36:20,22 37:2,14 48:19 56:17 (7)	though 39:12 46:2	transcript 24:25	underwritten 8:8,13	uploaded 18:20 23:22,23
thank 25:10 29:4,19 33:13 61:11 (5)	thought 54:9	trial 1:15 3:20	unduly 51:4	upon 3:16 11:8 13:7 26:6,12,25 42:15,22 49:10 53:19 56:12 (11)
their 20:4 46:19	three 22:4 25:14	trick 5:10	unfamiliar 39:17	us 5:16 9:19 13:17 19:25 23:7,13 24:24 27:14 28:5 30:4 36:9 (11)
them 9:20 10:4 16:7 18:14 19:6 20:9 24:19 31:4 44:9 47:10 57:19 (11)	through 9:5,9,13,17,24 16:17,22 21:7 42:10 44:17 54:8 61:3 (12)	true 59:18 60:11 64:13	union 1:8 5:3	use 18:18 19:22 23:21 24:9 38:9 42:3 (6)
there's 14:24 17:23 21:9 22:7 25:25 26:16 38:12 41:6 43:8 44:10 47:13 54:10 (12)	time 3:20 8:15 12:19 13:21 18:8 20:3 25:7 30:2,2 32:25 33:5 44:14	two 6:10,11 25:20 44:8 (4)		used 3:13 24:11 37:21 56:7 (4)
therein 33:8		type 5:22		
		typical 30:14		
		typically 46:9		
		u 3:2		
		unable 60:3		

utilize 30:2 35:23	we'd 46:16	where 8:15 14:11 17:11 19:17	44:7,11	x 1:3,10 62:2 63:2 (4)
utilized 24:7 33:18,22 34:19 35:22 40:12 (6)	we'll 5:17 16:15 21:19 46:3 (4)	25:15,21 26:3,7 46:17 52:16 53:3 (11)	withdraw 12:8	xyz 14:13
vague 51:4	we're 5:4 18:15 24:20,24 47:7,8,12 (7)	whereof 64:19	withdrawn 41:20	year 39:3
value 50:22 53:3	website 9:6,9,14, 17,21,22,24 10:9 12:24 (9)	whether 10:20 27:2 28:17 30:16 32:7,13 35:18 39:21 40:4 48:22 50:16 53:15 54:24,25 56:14,15,22 57:3,7 58:9 (20)	within 3:8 7:6 14:5 19:18 32:24 36:6 64:9 (7)	years 48:17
vendors 24:7	well 12:2,6 15:10 16:13 34:12,18 46:22 47:5 48:21 54:11 (10)	which 9:21 10:10 19:8,25 20:23 25:19 28:4 30:15,19 31:13 32:18 33:17 34:25 36:17 38:6 48:3 49:10 54:2,9,17 (20)	without 13:5,7 17:6 18:23 23:2 51:7 (6)	yes 6:3,7,13 7:12,16 9:15,18 13:11 17:13,25 18:4,6,10 37:11 50:4 52:2 53:18 54:6 57:25 58:7 60:19 61:8 (22)
verified 60:9	went 12:24	while 10:9	witness 1:16 3:10,15,16 4:6,8,11,15 16:9 31:9 46:6 64:11,14,19 (14)	york 1:2,20 2:11 021,10 4:3,22 5:8 6:22 7:7 8:18 34:10 39:17 41:18,23 42:3 64:4,9 (17)
verifies 58:24	what 4:19,21 6:18,25 7:17 9:14,16 10:7 13:12 14:19 15:16,18 17:7 19:16 20:19 21:17,18 22:3 24:7 25:3 29:7,22 31:19,20 32:5 34:12,18,23 35:12,21 36:2,5,9 37:20,24 38:5 42:15 44:4 48:6 49:2 51:5,15,24 52:4,13,16,21,25 53:6,19,23 54:15 59:11,11 60:2 (55)	who 9:19 11:20 12:17 13:16,18 14:2,5 19:6,24 20:4,23 21:2 23:12 24:14,15 27:19 36:7 45:20 47:18 55:16 60:24 (21)	witnesses 47:9	you'll 17:21
verify 59:17	what's 28:2 33:11 44:10,15 (4)	whom 6:16	word 18:18 31:7	you're 25:3 29:15 46:14 47:6 55:5 (5)
verifying 60:6	whatever 11:8 33:8	whose 64:11	working 24:14 52:18	you've 6:5 28:13 43:19
very 37:17 48:17	when 6:24 10:11 12:24 16:10 18:12,19 19:7,21 20:2,3 21:6,16 22:24 23:4,11,17 26:13 34:2 36:3 46:23 47:10 60:5,10 (23)	why 48:13	world 33:6	your 4:19,21 5:15,16,23,24 24:19 25:2,9 26:6,12 28:12 32:22 33:6 35:8 37:9 42:23 46:11 47:11 48:3,22 53:23 54:12 56:7 58:16 59:2,11,18 60:6 (29)
via 1:17 4:5		wild 6:4	would 5:14 9:6 11:6,7,20 12:18,23,25 13:9,13,15,18 14:2,4,6,11,12 17:19 19:4,16,17 20:9,13,23 22:7,13,19,21 26:8 27:18 28:24 30:15,21,25 31:3,7 32:18,19,23 33:7,11 35:15 38:6 39:11,15 46:11 47:25 48:3,13 54:17 57:12,21 58:3 60:12,13 (55)	yourself 31:8
victoria 2:13		will 4:8 5:12 10:18 18:21 19:23,24 20:5 21:18 23:6,12 24:22 27:15 28:3 34:3 52:18 (15)	wouldn't 16:13	zoom 1:17 4:5
videoconferencing 1:18 4:6		window 41:17	writing 23:25	216 28:12
viewed 32:8 43:6			written 24:3	305 61:12
virtual 5:25				611 4:22
waived 3:8				
waiving 51:7				
walls 44:8				
want 20:3 25:2,4 34:15,15 (5)				
wanting 46:18				
water 26:8 43:5 57:11,17 (4)				
way 36:20,23 37:3,14 56:9 64:17 (6)				
ways 37:8				

2017 16:21 24:6,15 26:17 31:13 55:23 56:23 57:2,10,23 58:5,10 (12) 2020 5:6 15:4 27:5,10 (4) 2021 1:4 44:21 48:11,15 50:2 61:17 62:16 64:20 (8) 3911 5:7 8:17 9:2 10:22 17:10 25:13 (6) 10522 4:22 11021 2:11021 14202 2:10 7112017 17:16				
--	--	--	--	--

To

LAWYER'S NOTES PERTAINING TO EBT

Errata Sheet

80

WITNESS NAME _____

Page

Line No.

Reason From

To

LAWYER'S NOTES PERTAINING TO EBT

To

LAWYER'S NOTES PERTAINING TO EBT